

New York - Victims Lawsuit 12-17-2012

12 CV 9201

UNITED STATES FEDERAL DISTRICT COURT

NEW YORK SOUTHERN DIVISION

#3

Page | 1

Deborah A. Saunders, PRO SE

CASE: _____

Connie P. Mele, PRO SE

Jeannie Mc Bride, PRO SE

Lorraine Hunter, PRO SE

Wanda Beliz, PRO SE

Idrissa Gaye, PRO SE

Gladys Garcia, PRO SE

Cynthia Collier, PRO SE

Michelle Garrett, PRO SE

Vs.

Bank of America

RICCO 18 U.S.C. 1962 and 1964,

Civil Rights Act of 1964 (Pub.L. 88-352,

78 Stat. 241, enacted July 2, 1964)

Civil Rights Act of 1866, 14 Stat.

27-30,

Citi Mortgage

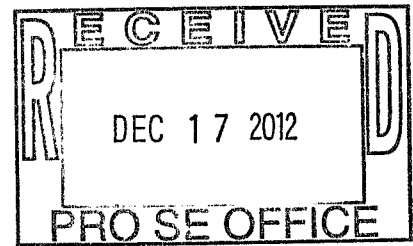
JPMorgan Chase N.A.

Wells Fargo Home Mortgage

Ally Financial/GMAC

DEUTSCHE BANK TRUST COMPANY

US BANK NATIONAL N.A. TRUSTEE



UNITED STATES FEDERAL DISTRICT COURT

NEW YORK SOUTHERN DIVISION

Deborah A. Saunders, PRO SE

CASE:

Connie P. Mele, PRO SE

Jeannie Mc Bride, PRO SE

Lorraine Hunter, PRO SE

Wanda Beliz, PRO SE

Idrissa Gaye, PRO SE

Gladys Garcia, PRO SE

Cynthia Collier, PRO SE

Michelle Garrett, PRO SE

Vs.

Bank of America

Citi Mortgage

JPMorgan Chase N.A.

Wells Fargo Home Mortgage

Ally Financial/GMAC

COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

Come the Representative Plaintiffs, pro se, on behalf of themselves and others so situated as joinder class members pursuant to Fed. R. Civ. P. 20. and all rights reserved for legal counsel. This lawsuit is the result of a master system to defile the land of America and defraud the people of the United States. The Plaintiffs have become victims and shall be addressed such thought out these pleadings.

New York –Victims Lawsuit 12-17-2012

27 people of the United States. The Plaintiffs have become victims and shall be addressed such
 28 thought out these pleadings.

29 For their Joinder Action Complaint against the name^d Defendants and yet to be named
 30 Defendants, make their claim for treble and punitive damages, costs and attorneys fees under
 31 18 U.S.C. 1962 and 1964, otherwise known as the “racketeer Influenced and Corrupt
 32 Organizations Act,” hereinafter (“RICO”) and for all violations of law heretofore claimed.

Page | 2

33 PLAINTIFFS

34 Plaintiffs are the most vulnerable part of society minorities, women and senior citizens, who ^{feel}
 35 prey to the national enterprise that land grabbed and commit^{red} insurance fraud to enrich the CEO
 36 and corporations that are consider persons. The common pattern and practice among the
 37 plaintiffs are mortgage origination with APR violation, increased fees and unaffordable loans.

38 The enterprise that is the common thread is ~~MORTGAGE ELECTRONIC REGISTRATION SYSTEMS~~
 39 and TRUSTs that used securitizations that changed simple promissory ~~note~~ notes into mortgage
 40 back securities split into thousands of certificates and sold off to Investors, who can not be
 41 identified or refused to be identified by “Johnny come lately “ Trustees.

42 Plaintiff, Deborah A. Saunders, minority female foreclosed on by Trustee, who was not the
 43 beneficiary or real party of interest.

44 Plaintiff, Connie Mele, minority woman, head of household, origination fraud, servicing fraud,
 45 Debt Collector (acting as Trustee), discrimination

46 Plaintiff, Jean McBride, caucisan woman, origination fraud, servicing fraud, Debt Collector
 47 (acting as Trustee) discrimination

48 Plaintiff, Wanda Beliz, woman, head of household, senior citizen, origination fraud, servicing fraud,
 49 Johnny come lately “ Trustees, discrimination

50 Plaintiff, Lorraine Hunter, minority woman, head of household, origination fraud, servicing
 51 fraud, Johnny come lately “ Trustees, discrimination

52 Plaintiff, Idrissa Gaye, minority, head of household, origination fraud, servicing fraud, Debt
 53 Collector (acting as Trustee), discrimination

54 Plaintiff, Richard & Michelle Garrett, senior citizens, origination fraud, servicing fraud, Johnny
 55 come lately “ Trustees, discrimination

56 Plaintiff, Gladys Garcia, hispanic, woman, senior citizen, origination fraud, servicing fraud, Johnny
 57 come lately “ Trustees, discrimination

New York –Victims Lawsuit 12-17-2012

58 Plaintiff, Cynthia Collier, hispanic senior citizens, origination fraud, servicing fraud, Johnny come
59 lately “ Trustees, discrimination

60

61 Injunction Required

Page | 3

62 Plaintiffs move the Court to place an injunction that is essential to justice, . It is required
63 extraordinary remedy, reserved for special circumstances in which the temporary preservation
64 of the status quo is necessary. Put simply, plaintiffs have the likelihood of success on the merits of
65 constitutional claims. As a matter of law, irreparable harm “automatically” exists. Plaintiffs seek
66 injunctions against the defendants, their representatives or agents doing any foreclosure activities or
67 filings that would irreparable harm the plaintiffs until this matter is fully adjudicated. Otherwise ,
68 defendants continued racketeering activities shall warrant sanctions and full liability against the
69 movants or their agents which may required citizens arrest.

70 JURISDICTION AND VENUE

71 This Court has subject matter jurisdiction pursuant to 28

72 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and

73 Venue is proper in this district under 28 u.s.c. §§ 15 1391(b) and (c), and 15 U.S.C. § 53(b).

74 Jurisprudence has evolved from asserting federal jurisdiction over “commerce among the several
75 states,” as intended, to anything “affecting commerce among the several states.” As can be noted in
76 this complaint, the defendants cross states lines to do business in all 50 states affecting the commerce
77 therefore this court has subject matter jurisdiction.

78

79 BASIS FOR REQUESTING JUDICIAL NOTICE

80 When a court takes judicial notice of a certain fact, it obviates the need for parties to prove the
81 fact in court. The Plaintiffs submit herein self-authenticating documents for judicial notice of
82 certain facts. These are now material facts to the matters at issue in this Federal case.

83 Courts may take judicial notice of documents outside the complaint that are capable of accurate
84 and ready determination by resort to sources whose accuracy cannot reasonably be questioned.

85 Fed R. Evid. 201

86 A court shall take judicial notice if requested by a party and supplied with the

87 necessary information.

88 (e) Opportunity to be heard.

New York –Victims Lawsuit 12-17-2012

A party is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken. Plaintiffs hereby move to be heard on this request for judicial notice. In addition to taking judicial notice of its own decision and records in a prior case involving

Page | 4

.U.S. Constitutional Rights

Plaintiffs by filing this lawsuit are exercising U.S. Constitutional Rights as a last resort against illegal activities to seize their properties and against financial bullying.

The Fifth Amendment, provides in pertinent part that "nor be deprived of life, liberty, or property, without due process of law..." Due process is denied when a meaningful hearing is denied as in this cause.

The Fourteenth Amendment Due Process Clause and Equal Protection clause (Section 1), expressly declares no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law..."

Introduction- WHY PRO SE?

The scheme of racketeering by pattern and practice by "Bankers" was set-up a program for homeowners victims to fail and grab their land. The conspirators of torturing of homeowners make it difficult to impossible to obtain adequate legal counsel. Lawyers recoil to assist homeowner victims due either due to fear, conflict of interest or too expensive for American homeowners to be heard. Nevertheless, we notice the judicial power that we are pro se litigants demanding our rights of due process and constitutional rights to protect our life, liberty and property.

JUDICIAL MANDATORY NOTICE

Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."

New York - Victims Lawsuit 12-17-2012

123 In Puckett v. Cox, it was held that a pro-se pleading requires less
124 stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth
125 Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)
126 "The Federal Rules rejects the approach that pleading is a game of skill in
127 which one misstep by counsel may be decisive to the outcome and accept the principle that the Page | 5
128 purpose of pleading is to facilitate a proper decision on
129 the merits." According to Rule 8(f) FRCP and the State Court rule which
130 holds that all pleadings shall be construed to do substantial justice."

131 The Plaintiff shall provide admissible evidence three things in three areas of violations. The
132 Defendants knew that what they were doing, it was intentional and they in deed violated laws
133 in effort to land grabbing.. As there are many layers and levels of fraud, we will prove that the
134 defendants committed pattern and practice of racketeering in the origination of loans,
135 Servicing of loans, and using REMIC trusts to ultimately violate our civil rights and torture us,
136 our economy and our way of life.

137
138 The named and representative Plaintiffs bring suit on behalf of themselves and the putative
139 class, consisting of all putative members in the states of Georgia, Utah, and Colorado and
140 through each and every state of the United States, the District of Columbia and all United States
141 Territories.

142 They have standing to sue as they possess the same interest and have suffered or will suffer in
143 the future, the same type of injury as the putative class members as the recorded owners in fee
144 simple to property. And are victims of Defendants from misrepresentations in the origination
145 of a mortgage to servicing of loans to Trust without standing in foreclosure action relating to
146 the property wherein. We the plaintiffs stand against such practices of the defendants without
147 due process and the truth in their efforts to "foreclose" against our rights of life, liberty and
148 property.

149
150
151 DEFENDANTS

152 For years, DEFENDANTS totally aware of the racketeer practices of banking conspiracy To
153 defraud American homeowners to seize their real estate.

154 Defendants approved, licensed and abetted "Banking racketeers" in defaulting and stealing
155 promissory notes and real estate from homeowners.

New York--Victims Lawsuit 12-17-2012

157 Defendant DEUTSCHE BANK TRUST COMPANY THE ADDRESS IS: 60 WALL STREET, NEW YORK,
158 NEW YORK, 10005. PHONE NUMBER: (212) 250-2500.

159 Defendant, CEO: Jacques Brand, 52, as Chief Executive Officer of North America. Personally.

160 c/o 60 WALL STREET, NEW YORK, NEW YORK, 10005.

Page | 6

161

162 Defendant WELLS FARGO BANK, NATIONAL ASSOCIATION (INC.),

163 individually and as s/b/m1 with WELLS FARGO HOME MORTGAGE, INC.

164 (hereinafter referenced to as "Defendant Wells Fargo") is a foreign corporation

165 operating as a financial services institution. Defendant Wells

166 Fargo during all relevant times hereafter described, did transact, and does now presently
167 transact, lending business throughout United States.

168 Defendant Wells Fargo maintains a principal office address at 101 N. Phillips Avenue, Sioux
169 Falls, SD 57104.

170 Defendant, CEO: John G. Stumpf, personally

171 c/o Corporate Office, Wells Fargo, 420 Montgomery St. San Francisco, California 94104

172

173 Defendant COUNTRYWIDE HOME LOANS, INC. is a foreign corporation with a principal office
174 address of 4500 Park Granada, Calabasas, CA 91302-1613. Defendant COUNTRYWIDE HOME
175 LOANS SERVICING, LP n/k/a BAC HOME LOANS SERVICING, LP is a foreign limited partnership
176 with a principal"s/b/m" means "successor by merger." office address of 7105 Corporate Drive,
177 Plano, TX 75024.

178

179 Defendant BANK OF AMERICA CORPORATION, individually and as successor-in-interest to
180 Defendants Bank of America N.A. Countrywide (hereinafter referred to as "Defendant Bank of
181 America"), a foreign corporation, is a financial services Institution. Defendant Bank of America
182 has a principal office address of 40 1 N. Tryon Street, NC , Charlotte, NC 28255-

183 Brian T. Moynihan,CEO, personally

184 c/o 100 N. Tryon St. Charlotte, NC 28255

185

New York –Victims Lawsuit 12-17-2012

186 Defendant JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, which acquired and is a slb/m
187 with CHASE HOME FINANCE, LLC slb/m with
188 CHASE MANHATTAN MORTGAGE CORP., (hereinafter referred to as
189 "Defendant JPMorgan Chase" or "Defendant Chase Mortgage"), a foreign
190 corporation, is a financial services institution. Defendant JPMorgan Chase maintains a principal
191 office address of 270 Park Avenue, 39th Floor, New York, NY 10017.

Page | 7

192

193 Jamie Dimon, CEO, personally
194 c/o 2500 Westfield Dr. Elgin, IL 60124, Mailstop IL 1-6215

195

196 Defendant CITIMORTGAGE, INC., a New York corporation (hereinafter
197 referred to as "Defendant Citimortgage"), a foreign corporation, is a financial
198 services institution, whose business is in part the making of home loans,
199 guaranteed by the United States Government. Defendant Citimortgage has a
200 principal office address of P.O. Box 30509, Tampa, FL 33631

201 Defendant, Sanjiv Das, CEO, personally
202 c/o 399 Park Ave, New York, N.Y. 10022

203



204

205 Defendant **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**
206 (hereinafter referred to as "Defendant USBT"), a foreign corporation, US BANK TRUSTEE offers
207 trustee services institution, whose business is in part the making of home loans, guaranteed by
208 the United States Government. Defendant Bank Corporate Office & Headquarters 80 S. 8th St. Ste. 224
209 Minneapolis MN 55402, principal office.

210 Defendant, CEO, Richard Davis is Chairman, President and Chief Executive Officer of U.S. Bancorp. C/O
211 Headquarters 80 S. 8th St. Ste. 224 Minneapolis MN 55402, principal office.

212

New York –Victims Lawsuit 12-17-2012

Page | 8

Defendant ALLY FINANCIAL/GMAC, a Michigan corporation (hereinafter referred to as "Defendant Ally"), a foreign corporation, is a financial services institution, whose business is in part the making of home loans, guaranteed by the United States Government. Defendant Ally Financial has a principal office address of P.O. Box 200, Detroit Michigan 48265-2000. Defendant, CEO: Michael A. Carpenter, personally, c/o PO Box 200, Detroit MI, 48265-2000.

CEO RESPONSIBILITY

Defendants, CEO must be held to The **Sarbanes-Oxley** Act of 2002, section 302, "Corporate Responsibility. The plaintiffs are certain the CEO is paid well to set the tone for the employees, that is fairness, no discrimination, accuracy. Therefore the "buck stops here" with the CEOs.

CEO(s) are the leaders in standard practices and operations and must be held accountable to the public.

"Creditor Control and Corporate Innovations: Evidence from Debt Covenant Violations"
joint with Connie X. Mao (Job Market Paper)

QUOTE: By employing differences-in-differences tests, we document that firms experience a significant cut in corporate innovation following financial covenant breaches, especially in innovation intensive industries. Furthermore, we show that creditor control plays a direct role in curbing corporate innovative activities upon covenant violations. We find that in the presence of stronger bank control, violation firms experience a significantly larger reduction in both the quantity (as measured by number of patents) and quality (as measured by non-self citations received) of innovations. Interestingly, we find that banks' expertise in certain innovative industry can moderate the adverse effect of creditor control on innovations in those industries

New York - Victims Lawsuit 12-17-2012

242 SCHEME OF PATTERN AND PRACTICE THAT VICTIMIZED HOMEOWNERS ACROSS THE COUNTRY.

243 Although the scheme that victimize homeowners is complex with layers of fraud that was
 244 perpetuated, aided & abetted by the network of Defendants for years: Defendants
 245 transferred notes and servicing rights without disclosure or public record. Plaintiffs complaints
 246 shall center around four areas of racketeering pattern and practice in land grabbing (seizure of
 247 real estate) and violations of our Civil Rights.

Page | 9

248 Plaintiffs give their promissory note as collateral and the Defendants borrow^{ed} the money from the
 249 Federal Reserve and Central Banks obtaining millions, usually 3-9 times more than the face of the note.
 250 (see BIC Agreement)

251 Thereby convincing Plaintiffs that the notes were remaining unpaid and that Defendants had the right
 252 to take their property. When in actual fact, the plaintiffs were the investors and provider of monetary
 253 instruments that were assets to the banks. The Defendants kept this deception by making the plaintiffs
 254 believe that the default was theirs.

255 The defendants used interstate and intrastate commerce to do their deed of misfiling, false
 256 claims and land grabbing from illegal activities, unauthorized trusts. As the business, affiliates
 257 network from state to state in efforts of circumventing states by camouflaging another states
 258 rules. Typically MERS will withdraw from one state to do business such as Georgia (withdrawn
 259 since 2008) but switch to another state to notarize its documents such as Minnesota then
 260 insert these documents into Georgia's public records.

Violation of 15 USC § 1639b - Residential mortgage loan origination

1

2 Defendants committed the following practices that were prohibited were use to violate the Plaintiffs
 3 as material violations that were evidence in audit of plaintiffs' documents.

4 (A) mortgage originators from steering any consumer to a residential mortgage loan that—

5 (i) the consumer lacks a reasonable ability to repay (in accordance with regulations prescribed under
 6 section 1639c (a) of this title); or

7 (ii) has predatory characteristics or effects (such as equity stripping, excessive fees, or abusive terms);

8 (B) mortgage originators from steering any consumer from a residential mortgage loan for which the
 9 consumer is qualified that is a qualified mortgage (as defined in section 1639c (b)(2) of this title) to a
 10 residential mortgage loan that is not a qualified mortgage;

New York/Victims 12-14, 2012

(C) abusive or unfair lending practices that promote disparities among consumers of equal credit worthiness but of different race, ethnicity, gender, or age;

RACKETEERING PATTERN AND PRACTICE SET IN PLACE:

The scheme began with the ENTERPRISE of mortgage electronic systems (MERS) that hid title transfers and robbed counties of tax revenue. Nevertheless was originally endorsed by Dept of HUD which used public funds to assist and organize MERS.

As previously set out, often the MERS held the Mortgage as "nominee" for a lender who was out of business and/or liquidated in bankruptcy. There could be no party legally able to Assign the Mortgage on behalf of the dissolved lender.

It was never disclosed that MERS was never the beneficiary in the mortgage contract therefore had no rights to assign the note to another Entity that was ultimately design to foreclose on the homeowners.

The defendants set up the plaintiffs for DEFAULT.

The defendants use Libor index to manipulate the Annual percent rates which evidenced in audits revealing that APRs were all outside the tolerance of .0125% using the OCC calculators.

MORTGAGE SERVICING RACKETEERING PRACTICES

Violation of Fair Debt Collection Practices Act

Defendants transfer mortgages to incorrect account numbers to declare the homeowners in default. This is practice is done to move the homeowners to next step from default to foreclosure.

Defendants practice collecting on defaulting accounts under wrong account numbers.

Defendants as servicers refused to identify who are they are collecting money for despite request made under FDCPA.

Defendants claim to be the Secured party creditor, when in fact the defendants are third party debt collectors.

New York /Victims 12-14, 2012

38 Defendants have failed to perfect lien against the real property by not reconveying the
39 security deeds or mortgages.

40 Defendants actions reveal that they are not the real parties of interest.

41 Defendant use paperwork with robo signing to fake authenticity of documents to move into
42 foreclosing the homeowners right to their property.

43
44 Defendant use bogus paperwork in-*state* and out-of-*state* commerce to circumvent States
45 rights. They violate the Dormant *Commerce Clause*.

46

47 Violation of National Housing Act.

48 Housing and Urban Development Act of 1968 [12 U.S.C. 1701x(c)(5)(A)(ii)(IV)]

49 The defendants failed to offer modifications that would reduce the principal amount of the
50 loans tied to the promissory notes to intentional put homeowners in default.

51 The defendants fail to offer home counseling before they proceed to seize properties from
52 homeowners.

53

54 Violation Title VIII of the Civil Rights Act of 1968

55 DISCRIMINATION IN RESIDENTIAL REAL ESTATE-RELATED TRANSACTIONS

56 SEC. 805. (a) IN GENERAL.--It shall be unlawful for any person or other entity whose business includes
57 engaging in residential real estate-related transactions to discriminate against any person in making
58 available such a transaction, or in the terms or conditions of such a transaction, because of race, color,
59 religion, sex, handicap, familial status, or national origin.

60

61 The plaintiffs shall prove from their audits that they were discriminated as Hispanics, American
62 Africans and women in the fees they paid, material violations in the origination of their
63 transaction.

64

65 TRUSTEES JOIN IN RACKETEERING USING REMICS

66 Violation Securities act of 1933

New York/Victims 12-14, 2012

Defendants under the power of sale became foreclosing entities to sell real estate in which they have no legal standing nor party of interests.

selling unregistered securities MBS in the racketeering efforts of eventually land grabbing'

Trustees practiced to pretend to be secure party creditor and parties of real estates to enact "Power of Sale" to land grab and get insurance proceeds for defaulting accounts.

VIOLATIONS OF REMIC

REMICs were newly invented in 1987 as a tax avoidance measure by Investment Banks. To file as a REMIC, and in order to avoid one hundred percent (100%) taxation by the IRS, an MBS REMIC could not engage in any prohibited action. The "Trustee" can not own the assets of the REMIC. A REMIC Trustee could never claim it owned a mortgage loan. Hence, it can never be the owner of a mortgage loan

Additionally, and important to the issues presented with this particular action, is the fact that in order to keep its tax status and to fund the "Trust" and legally collect money from investors, who bought into the REMIC, the "Trustee" or the more properly named, Custodian of the REMIC, had to have possession of ALL the original blue ink Promissory Notes and original allonges and assignments of the Notes, showing a complete paper chain of title.

. Most importantly for this action, the "Trustee"/Custodian MUST have the mortgages recorded in the investors name as the beneficiaries of a MBS in the year the MBS "closed."

Trusts were never set up or registered as Trusts. The Promissory Notes were held in custody, were never obtained and therefore the mortgages never obtained or recorded.

The "Trust" engaged in a plethora of "prohibited activities" and sold the investors certificates and Bonds with phantom mortgage backed assets. There are now nationwide, numerous Class actions filed by the beneficiaries (the owners/investors) of the "Trusts" against the entities who sold the investments as REMICS based on a bogus prospectus.

In the above scenario, even if the attorney for the servicer who is foreclosing on behalf of the Trustee (who is in turn acting for the securitized trust) produces a copy of a note, or even an alleged original, the mortgage loan was not conveyed into the trust under the requirements of the prospectus for the trust or the REMIC requirements of the IRS.

New York /Victims 12-14, 2012

98

99 As applied to the Class Members in this action, the end result would be that the required MBS
100 asset, or any part thereof (mortgage note or security interest), would not have been legally
101 transferred to the trust to allow the trust to ever even be considered a "holder" of a mortgage
102 loan. Neither the "Trust" or the Servicer would ever be entitled to bring a foreclosure or
103 declaratory action. The Trust will never have standing or be a real party in interest. They will
104 never be the proper party to appear before the Court.

105 See, without standing they can't foreclose, but then we get back to "who can?" And what we
106 find is that the originator was paid, and thus they can't either. Worse, for those originators that
107 are bankrupt, their "assets", such as they are, can't go anywhere without a bankruptcy trustee's
108 signature, and further, even if someone was to acquire that, which nobody has, THE REMICs
109 CAN'T TAKE THE PAPER ANYWAY AS THEIR CLOSING DATE HAS EXPIRED.

110 So we have a bankrupt originator who was paid in full and can't foreclose, and we have a note
111 that can't be transferred into the REMIC without destroying its tax preference (retroactively,
112 incidentally), which instantaneously trashes the value of the MBS - probably by more than they
113 could hope to recover if they were going to take the note anyway.

114 In all cases, the lack of acquisition of the Class Members' mortgage loans violates the
115 prospectus presented to the investors and the IRS REMIC requirements.

116

117 If an MBS Trust was audited by the IRS and was found to have violated any of the REMIC
118 requirements, it would lose its REMIC status and all back taxes would be due and owing to the
119 IRS . As previously stated, one hundred percent (100%) of the income will be taxed.

120

121 As the Class Members are identified and the identity of the MBS REMICs revealed through this
122 action, the individual "Trusts"/ MBS REMICs will be turned over to the IRS for auditing.

123

124 While attempting to circumvent Kentucky recording Statutes, the MBS Trust created for itself a
125 situation wherein it had no legally recognizable interest in the loans for the benefit of the
126 investors. The investors were invested in nothing. The MBS possessed nothing on the date the
127 REMIC closed and perpetrated a fraud on the investors and the American taxpayer through its
128 fraudulent qualification as a REMIC with the SEC.

129

New York /Victims 12-14, 2012

IN CONCLUSION

The Plaintiffs are not imagining that they have been violated, abused, victimized, discriminated against, bullied, or that there is a land grab. Defendants are making settlement deals, however this not take away our right to sue for the violations against the Plaintiffs.

For definition purposes the following quote from THEGUARDIAN explains

land grabbing clearly: ““What many of these lenders did when "selling" their loans to these folks was not entirely different in spirit to the actions of the various conmen and **landgrabbers** of the Old West who used to dazzle the hillbillies and native Americans with promises and then flurry an unreadable piece of paper in front of them and give them a pen.”

Again....

Yes, it's one law for felons, another for homebuyers

When faulty repossession is heaped on the scandal of 11m Americans at risk of homelessness, it's time for politicians to act. In recent weeks the business headlines in the United States have been dominated by the news that financial institutions have made a terrible mess of the home repossession process. It turns out that paperwork has been tossed into the garbage, affidavits have been forged and the seizure and sale of homes hasn't been documented correctly. The mortgages themselves may even have been sold without proper transfer of the physical documents that show who actually owns the loans – despite the fact that only the holder of the physical documents is supposed to have the right to ask the court to foreclose.

THEGUARDIAN

In researching, the plaintiffs have noted many cases Class Action vs Mortgage Electronic Registration Systems, mac, Deutsche Bank, Nation Star, Aurora, Bac, Citimortgage and more. The following is more research regarding how much damage these entities have done in their racketeering activities.

DEFENDANTS BACKGROUND ACTIVITY

CITIMORTGAGE

Since 2004, more than 30 percent of loans originated or underwritten by CitiMortgage have gone into default. The Department of Housing and Urban Development said that CitiMortgage's default rate soared to over 47 percent on loans originated in 2006 and 2007, resulting in

New York /Victims 12-14, 2012

foreclosures, evictions, and depressed real estate values, all to the detriment of the national housing market and the national economy

The government said Wednesday that CitiMortgage had certified 30,000 mortgages for insurance provided by the Federal Housing Administration and submitted many certifications that were "knowingly or recklessly false."

WELLS FARGO

Law360, New York (November 16, 2012, 8:41 PM ET) -- Wells Fargo Bank NA asked a New York federal judge Friday to dismiss a U.S. Department of Justice suit accusing the bank of defrauding a federal mortgage insurance program, saying it has already paid \$5 billion to settle the allegations in a separate Justice Department case.

The government sued Wells Fargo in New York federal court on Oct. 9, claiming that the country's largest mortgage originator defrauded the Federal Housing Finance Administration out of hundreds of millions of dollars by knowingly submitting nearly 6,600 mortgages

Certainly, there is nothing wrong with every effort being made to clean up the mess left by the banks. But...the complaint is reported to make allegations for actions dating back over a decade. If so, then where were the feds over the last 10 years? Shouldn't the regulators have to answer as to why they did not uncover this alleged wrongdoing sooner? The American people would like answers on that as well."

Here's what Jeff Horwitz points out in the November 2010 issue of American Banker:

Bank of America Corp. owns a force-placed insurance subsidiary, and most other major servicers receive commissions or reinsurance fees on the very same policies they purchase on investors' and borrowers' behalf.

Court documents show that a subsidiary of the country's largest specialty insurer paid undisclosed "commissions" for the rights to a servicer's force-placed business. So if it's accurate, the Anonymous leak is the smoking gun in this mess. Because it indicates from Bank of America's own internal documents that this was intentional fraud for profit, and explains just why mortgage companies were dragging out the foreclosure process -- and refusing

New York /Victims 12-14, 2012

191 modifications. They were making so much more money on the re-insurance policies, it didn't
192 pay to modify.

193

¶ 194 State court filings show alleged abuse in which banks charged borrowers for unnecessary
195 insurance and backdated policies providing coverage retroactively. Often the insurance was
196 acquired only after banks stopped advancing the premiums of delinquent borrowers' escrowed
197 policies, causing those cheaper and more comprehensive policies to expire. In response to
198 questions from American Banker, federal and state officials said that some practices that
199 industry trade groups defend may not be legal.

200

201 Foreclosure defense and legal aid attorneys say force-placed insurance is found on most of
202 the severely delinquent loans in this country. If so, the cost to investors may well be in the
203 billions of dollars.

204

205 With little regulatory oversight or even private investor awareness, force-placed insurance
206 has helped make drawn-out foreclosures lucrative for servicers — far more so, in some cases,
207 than helping a borrower return to performing status. As the intermediary between borrower
¶ 208 and investor, servicers appear to be benefiting themselves at the expense of both.

209

210 Horwitz says JPMorgan Chase wouldn't tell him what insurance company they used for
211 reinsurance, but figured out that Assurant's annual report "describes precisely such a
212 relationship from an insurer's perspective."

213

214 In an effort to align its interests with its servicer customers, the company will often reinsure
215 the policies it writes with the same servicer that requested them. "Such arrangements allow
216 significant flexibility in structuring the sharing of risks and profits on the underlying business,"
217 Assurant notes.

218

219 The interests of the two parties are so aligned, in fact, that in many cases there ceases to be a
220 clear difference between the entity purchasing insurance and the entity selling it.

¶

For their Joinder Action Complaint against the name Defendants and yet to be named Defendants, make their claim for treble and punitive damages, costs and attorneys fees under 18 U.S.C. 1962 and 1964, otherwise known as the "racketeer Influenced and Corrupt Organizations Act," hereinafter ("RICO") and for all violations of law heretofore claimed.

Injunction Required

Plaintiffs move the Court to place an injunction that is essential to justice, . It is required extraordinary remedy, reserved for special circumstances in which the temporary preservation of the status quo is necessary. Put simply, plaintiffs have the likelihood of success on the merits of constitutional claims. As a matter of law, irreparable harm "automatically" exists. Plaintiffs seek injunctions against the defendants, their representatives or agents doing any foreclosure activities or filings that would irreparable harm the plaintiffs until this matter is fully adjudicated. Otherwise , defendants continued racketeering activities shall warrant sanctions and full liability against the movants which may required citizens arrest.

JURISDICTION AND VENUE

This Court has subject matter jurisdiction pursuant to 28

1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and

Venue is proper in this district under 28 u.s.c. §§ 15 1391(b) and (c), and 15 U.S.C. § 53(b).

Jurisprudence has evolved from asserting federal jurisdiction over "commerce among the several states," as intended, to anything "affecting commerce among the several states." As can be noted in this complaint, the defendants cross states lines to do business in all 50 states affecting the commerce therefore this court has subject matter jurisdiction.

BASIS FOR REQUESTING JUDICIAL NOTICE

When a court takes judicial notice of a certain fact, it obviates the need for parties to prove the fact in court. The Plaintiffs submit herein self-authenticating documents for judicial notice of certain facts. These are now material facts to the matters at issue in this Federal case.

Courts may take judicial notice of documents outside the complaint that are capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.

Fed R. Evid. 201

A court shall take judicial notice if requested by a party and supplied with the necessary information.

(e) Opportunity to be heard.

A party is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken. Plaintiffs hereby move to be heard on this request for judicial notice. In addition to taking judicial notice of its own decision and records in a prior case involving

.U.S. Constitutional Rights

Plaintiffs by filing this lawsuit are exercising U.S. Constitutional Rights as a last resort against illegal activities to seize their properties and against financial bullying.

The Fifth Amendment, provides in pertinent part that "nor be deprived of life, liberty, or property, without due process of law..." Due process is denied when a meaningful hearing is denied as in this cause.

The Fourteenth Amendment Due Process Clause and Equal Protection clause (Section 1), expressly declares no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law..."

Introduction- WHY PRO SE?

The scheme of racketeering by pattern and practice by "Bankers" was set-up a program for homeowners victims to fail and grab their land. The conspirators of torturing of homeowners make it difficult to impossible to obtain adequate legal counsel. Lawyers recoil to assist homeowner victims due either due to fear, conflict of interest or too expensive for American homeowners to be heard. Nevertheless, we notice the judicial power that we are pro se litigants demanding our rights of due process and constitutional rights of protect our life, liberty and property.

JUDICIAL MANDATORY NOTICE

Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."

In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957) "The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice."

The Plaintiff shall provide admissible evidence three things in three areas of violations. The Defendants knew that what they were doing, it was intentional and they in deed violated laws in effort to land grabbing.. As there are many layers and levels of fraud, we will prove that the defendants committed pattern and practice of racketeering in the origination of loans, Servicing of loans, and using REMIC trusts to ultimately violate our civil rights and torture us, our economy and our way of life.

The named and representative Plaintiffs bring suit on behalf of themselves and the putative class, consisting of all putative members in the states of Georgia, Utah, and Colorado and through each and every state of the United States, the District of Columbia and all United States Territories.

They have standing to sue as they possess the same interest and have suffered or will suffer in the future, the same type of injury as the putative class members as the recorded owners in fee simple to property. And are victims of Defendants from misrepresentations in the origination of a mortgage to servicing of loans to Trust without standing in foreclosure action relating to the property wherein. We the plaintiffs stand against such practices of the defendants without due process and the truth in their efforts to "foreclose" against our rights of life, liberty and property.

DEFENDANTS

For years, DEFENDANTS totally aware of the racketeer practices of banking conspiracy To defraud American homeowners to seize their real estate.

Defendants approved, licensed and abetted "Banking racketeers" in defaulting and stealing promissory notes and real estate from homeowners.

Defendant WELLS FARGO BANK, NATIONAL ASSOCIATION (INC.),
individually and as s/b/m1 with WELLS FARGO HOME MORTGAGE, INC.

(hereinafter referenced to as "Defendant Wells Fargo") is a foreign corporation
operating as a financial services institution. Defendant Wells

Fargo during all relevant times hereafter described, did transact, and does now presently
transact, lending business throughout United States.

Defendant Wells Fargo maintains a principal office address at 101 N. Phillips Avenue, Sioux
Falls, SD 57104.

Defendant, CEO: John G. Stumpf, personally

c/o Corporate Office, Wells Fargo, 420 Montgomery St. San Francisco, California 94104

Defendant COUNTRYWIDE HOME LOANS, INC. is a foreign corporation with a principal office
address of 4500 Park Granada, Calabasas, CA 91302-1613. Defendant COUNTRYWIDE HOME
LOANS SERVICING, LP n/k/a BAC HOME LOANS SERVICING, LP is a foreign limited partnership
with a principal "s/b/m" means "successor by merger." office address of 7105 Corporate
Drive, Plano, TX 75024.

Defendant BANK OF AMERICA CORPORATION, individually and as successor-in-interest to
Defendants Bank of America N.A. Countrywide (hereinafter referred to as "Defendant Bank of
America"), a foreign corporation, is a financial services Institution. Defendant Bank of
America has a principal office address of 401 N. Tryon Street, NC, Charlotte, NC 28255-

Brian T. Moynihan, CEO, personally

c/o 100 N. Tryon St. Charlotte, NC 28255

Defendant JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, which acquired and is a slb/m
with CHASE HOME FINANCE, LLC slb/m with

CHASE MANHATTAN MORTGAGE CORP., (hereinafter referred to as

"Defendant JPMorgan Chase" or "Defendant Chase Mortgage"), a foreign

corporation, is a financial services institution. Defendant JPMorgan Chase maintains a principal office address of 270 Park Avenue, 39th Floor, New York, NY 10017.

Jamie Dimon, CEO, personally

c/o 2500 Westfield Dr. Elgin, IL 60124, Mailstop IL 1-6215

Defendant CITIMORTGAGE, INC., a New York corporation (hereinafter referred to as "Defendant Citimortgage"), a foreign corporation, is a financial services institution, whose business is in part the making of home loans, guaranteed by the United States Government. Defendant Citimortgage has a principal office address of P.O. Box 30509, Tampa, FL 33631

Defendant, Sanjiv Das, CEO, personally

c/o 399 Park Ave, New York, N.Y. 10022

Defendant ALLY FINANCIAL/GMAC, a Michigan corporation (hereinafter referred to as "Defendant Ally"), a foreign corporation, is a financial services institution, whose business is in part the making of home loans, guaranteed by the United States Government. Defendant Ally Financial has a principal office address of P.O. Box 200, Detroit Michigan 48265-2000.

Defendant, CEO: Michael A. Carpenter, personally,

c/o PO Box 200, Detroit MI, 48265-2000.

SCHEME OF PATTERN AND PRACTICE THAT VICTIMIZED HOMEOWNERS ACROSS THE COUNTRY.

Although the scheme that victimize homeowners is complex with layers of fraud that was perpetuated, aided & abetted by the network of Defendants for years: Defendants transferred notes and servicing rights without disclosure or public record. Plaintiffs complaints shall center around four areas of racketeering pattern and practice in land grabbing (seizure of real estate) and violations of our Civil Rights.

Plaintiffs give their promissory note as collateral and the Defendants borrow the money from the Federal Reserve and Central Banks obtaining millions, usually 3-9 times more than the face of the note. (see BIC Agreement)

Thereby convincing Plaintiffs that the notes were remaining unpaid and that Defendants had the right to take their property. When in actual fact, the plaintiffs were the investors and provider of monetary instruments that were assets to the banks. The Defendants kept this deception by making the plaintiffs believe that the default was theirs.

Violation of 15 USC § 1639b - Residential mortgage loan origination

Defendants committed the following practices that were prohibited were use to violate the Plaintiffs as material violations that were evidence in audit of plaintiffs' documents.

(A) mortgage originators from steering any consumer to a residential mortgage loan that—

(i) the consumer lacks a reasonable ability to repay (in accordance with regulations prescribed under section 1639c (a) of this title); or

(ii) has predatory characteristics or effects (such as equity stripping, excessive fees, or abusive terms);

(B) mortgage originators from steering any consumer from a residential mortgage loan for which the consumer is qualified that is a qualified mortgage (as defined in section 1639c (b)(2) of this title) to a residential mortgage loan that is not a qualified mortgage;

(C) abusive or unfair lending practices that promote disparities among consumers of equal credit worthiness but of different race, ethnicity, gender, or age;

RACKETEERING PATTERN AND PRACTICE SET IN PLACE:

The scheme began with the ENTERPRISE of mortgage electronic systems (MERS) that hid title transfers and robbed counties of tax revenue. Nevertheless was originally endorsed by Dept of HUD which used public funds to assist and organize MERS.

As previously set out, often the MERS held the Mortgage as "nominee" for a lender who was out of business and/or liquidated in bankruptcy. There could be no party legally able to Assign the Mortgage on behalf of the dissolved lender.

New York /Victims 12-14, 2012

It was never disclose that MERS was never the beneficiary in the mortgage contract therefore had no rights to assign the note to another Entity that was ultimately design to foreclose on the homeowners.

The defendants set up the plaintiffs for DEFAULT.

The defendants use Libor index to manipulate the Annual percent rates which evidenced in audits revealing that APRs were all outside the tolerance of .0125% using the OCC calculators.

MORTGAGE SERVICING RACKETEERING PRACTICES

Violation of Fair Debt Collection Practices Act

Defendants transfer mortgages to incorrect account numbers to declare the homeowners in default. This is practice is done to move the homeowners to next step from default to foreclosure.

Defendants practice collecting on defaulting accounts under wrong account numbers.

Defendants as servicers refused to identify who are they are collecting money for despite request made under FDCPA.

Defendants claim to be the Secured party creditor, when in fact the defendants are third party debt collectors.

Defendants have failed to perfect lien against the real property by not reconveying the security deeds or mortgages.

Defendants actions reveal that they are not the real parties of interest.

Defendant use paperwork with robo signing to fake authenticity of documents to move into foreclosing the homeowners right to their property.

Defendant use bogus paperwork in-*state* and out-of-*state* commerce to circumvent States rights. They violate the Dormant *Commerce Clause*.

New York/Victims 12-14, 2012

Violation of National Housing Act.

Housing and Urban Development Act of 1968 [12 U.S.C. 1701x(c)(5)(A)(ii)(IV)]

The defendants failed to offer modifications that would reduce the principal amount of the loans tied to the promissory notes to intentional put homeowners in default.

The defendants fail to offer home counseling before they proceed to seize properties from homeowners.

Violation Title VIII of the Civil Rights Act of 1968

DISCRIMINATION IN RESIDENTIAL REAL ESTATE-RELATED TRANSACTIONS

SEC. 805. (a) IN GENERAL.--It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, handicap, familial status, or national origin.

The plaintiffs shall prove from their audits that they were discriminated as Hispanics, American Africans and women in the fees they paid, material violations in the origination of their transaction.

TRUSTEES JOIN IN RACKETEERING USING REMICS

Violation Securities act of 1933

Defendants under the power of sale became foreclosing entities to sell real estate in which they have no legal standing nor party of interests.

selling unregistered securities MBS in the racketeering efforts of eventually land grabbing'

Trustees practiced to pretend to be secure party creditor and parties of real estates to enact "Power of Sale" to land grab and get insurance proceeds for defaulting accounts.

VIOLATIONS OF REMIC

REMICs were newly invented in 1987 as a tax avoidance measure by Investment Banks. To file as a REMIC, and in order to avoid one hundred percent (100%) taxation by the IRS, an MBS REMIC could not engage in any prohibited action. The "Trustee" can not own the assets of the

New York /Victims 12-14, 2012

REMIC. A REMIC Trustee could never claim it owned a mortgage loan. Hence, it can never be the owner of a mortgage loan

Additionally, and important to the issues presented with this particular action, is the fact that in order to keep its tax status and to fund the "Trust" and legally collect money from investors, who bought into the REMIC, the "Trustee" or the more properly named, Custodian of the REMIC, had to have possession of ALL the original blue ink Promissory Notes and original allonges and assignments of the Notes, showing a complete paper chain of title.

. Most importantly for this action, the "Trustee"/Custodian MUST have the mortgages recorded in the investors name as the beneficiaries of a MBS in the year the MBS "closed."

Trusts were never set up or registered as Trusts. The Promissory Notes were held in custody, were never obtained and therefore the mortgages never obtained or recorded.

The "Trust" engaged in a plethora of "prohibited activities" and sold the investors certificates and Bonds with phantom mortgage backed assets. There are now nationwide, numerous Class actions filed by the beneficiaries (the owners/investors) of the "Trusts" against the entities who sold the investments as REMICS based on a bogus prospectus.

In the above scenario, even if the attorney for the servicer who is foreclosing on behalf of the Trustee (who is in turn acting for the securitized trust) produces a copy of a note, or even an alleged original, the mortgage loan was not conveyed into the trust under the requirements of the prospectus for the trust or the REMIC requirements of the IRS.

. As applied to the Class Members in this action, the end result would be that the required MBS asset, or any part thereof (mortgage note or security interest), would not have been legally transferred to the trust to allow the trust to ever even be considered a "holder" of a mortgage loan. Neither the "Trust" or the Servicer would ever be entitled to bring a foreclosure or declaratory action. The Trust will never have standing or be a real party in interest. They will never be the proper party to appear before the Court.

New York/Victims 12-14, 2012

See, without standing they can't foreclose, but then we get back to "who can?" And what we find is that the originator was paid, and thus they can't either. Worse, for those originators that are bankrupt, their "assets", such as they are, can't go anywhere without a bankruptcy trustee's signature, and further, even if someone was to acquire that, which nobody has, THE REMICs CAN'T TAKE THE PAPER ANYWAY AS THEIR CLOSING DATE HAS EXPIRED.

So we have a bankrupt originator who was paid in full and can't foreclose, and we have a note that can't be transferred into the REMIC without destroying its tax preference (retroactively, incidentally), which instantaneously trashes the value of the MBS - probably by more than they could hope to recover if they were going to take the note anyway.

In all cases, the lack of acquisition of the Class Members' mortgage loans violates the prospectus presented to the investors and the IRS REMIC requirements.

If an MBS Trust was audited by the IRS and was found to have violated any of the REMIC requirements, it would lose its REMIC status and all back taxes would be due and owing to the IRS. As previously stated, one hundred percent (100%) of the income will be taxed.

As the Class Members are identified and the identity of the MBS REMICs revealed through this action, the individual "Trusts"/ MBS REMICs will be turned over to the IRS for auditing.

While attempting to circumvent Kentucky recording Statutes, the MBS Trust created for itself a situation wherein it had no legally recognizable interest in the loans for the benefit of the investors. The investors were invested in nothing. The MBS possessed nothing on the date the REMIC closed and perpetrated a fraud on the investors and the American taxpayer through its fraudulent qualification as a REMIC with the SEC.

IN CONCLUSION

New York /Victims 12-14, 2012

The Plaintiffs are not imagining that they have been violated, abused, victimized, discriminated against, bullied, or that there is a land grab.

For definition purposes the following quote from THEGUARDIAN explains

land grabbing clearly: ““What many of these lenders did when "selling" their loans to these folks was not entirely different in spirit to the actions of the various conmen and **landgrabbers** of the Old West who used to dazzle the hillbillies and native Americans with promises and then flurried an unreadable piece of paper in front of them and give them a pen.”

Again....

Yes, it's one law for felons, another for homebuyers

When faulty repossession is heaped on the scandal of 11m Americans at risk of homelessness, it's time for politicians to act. In recent weeks the business headlines in the United States have been dominated by the news that financial institutions have made a terrible mess of the home repossession process. It turns out that paperwork has been tossed into the garbage, affidavits have been forged and the seizure and sale of homes hasn't been documented correctly. The mortgages themselves may even have been sold without proper transfer of the physical documents that show who actually owns the loans – despite the fact that only the holder of the physical documents is supposed to have the right to ask the court to foreclose.

THEGUARDIAN

In researching, the plaintiffs have noted many cases Class Action vs Mortgage Electronic Registration Systems, Inc., Deutsche Bank, Nation Star, Aurora, Bac, CitiMortgage and more. The following is more research regarding how much damage these entities have done in their racketeering activities.

DEFENDANTS BACKGROUND ACTIVITY

CITIMORTGAGE

Since 2004, more than 30 percent of loans originated or underwritten by CitiMortgage have gone into default. The Department of Housing and Urban Development said that CitiMortgage's default rate soared to over 47 percent on loans originated in 2006 and 2007, resulting in foreclosures, evictions, and depressed real estate values, all to the detriment of the national housing market and the national economy

New York /Victims 12-14, 2012

The government said Wednesday that CitiMortgage had certified 30,000 mortgages for insurance provided by the Federal Housing Administration and submitted many certifications that were "knowingly or recklessly false."

WELLS FARGO

Law360, New York (November 16, 2012, 8:41 PM ET) -- Wells Fargo Bank NA asked a New York federal judge Friday to dismiss a U.S. Department of Justice suit accusing the bank of defrauding a federal mortgage insurance program, saying it has already paid \$5 billion to settle the allegations in a separate Justice Department case.

The government sued Wells Fargo in New York federal court on Oct. 9, claiming that the country's largest mortgage originator defrauded the Federal Housing Finance Administration out of hundreds of millions of dollars by knowingly submitting nearly 6,600 mortgages

Certainly, there is nothing wrong with every effort being made to clean up the mess left by the banks. But...the complaint is reported to make allegations for actions dating back over a decade. If so, then where were the feds over the last 10 years? Shouldn't the regulators have to answer as to why they did not uncover this alleged wrongdoing sooner? The American people would like answers on that as well."

Here's what Jeff Horwitz points out in the November 2010 issue of American Banker:

Bank of America Corp. owns a force-placed insurance subsidiary, and most other major servicers receive commissions or reinsurance fees on the very same policies they purchase on investors' and borrowers' behalf.

Court documents show that a subsidiary of the country's largest specialty insurer paid undisclosed "commissions" for the rights to a servicer's force-placed business. So if it's accurate, the Anonymous leak is the smoking gun in this mess. Because it indicates from Bank of America's own internal documents that this was intentional fraud for profit, and explains just why mortgage companies were dragging out the foreclosure process -- and refusing modifications. They were making so much more money on the re-insurance policies, it didn't pay to modify.

New York /Victims 12-14, 2012

State court filings show alleged abuse in which banks charged borrowers for unnecessary insurance and backdated policies providing coverage retroactively. Often the insurance was acquired only after banks stopped advancing the premiums of delinquent borrowers' escrowed policies, causing those cheaper and more comprehensive policies to expire. In response to questions from American Banker, federal and state officials said that some practices that industry trade groups defend may not be legal.

Foreclosure defense and legal aid attorneys say force-placed insurance is found on most of the severely delinquent loans in this country. If so, the cost to investors may well be in the billions of dollars.

With little regulatory oversight or even private investor awareness, force-placed insurance has helped make drawn-out foreclosures lucrative for servicers — far more so, in some cases, than helping a borrower return to performing status. As the intermediary between borrower and investor, servicers appear to be benefiting themselves at the expense of both.

Horwitz says JPMorgan Chase wouldn't tell him what insurance company they used for reinsurance, but figured out that Assurant's annual report "describes precisely such a relationship from an insurer's perspective."

In an effort to align its interests with its servicer customers, the company will often reinsure the policies it writes with the same servicer that requested them. "Such arrangements allow significant flexibility in structuring the sharing of risks and profits on the underlying business," Assurant notes.

The interests of the two parties are so aligned, in fact, that in many cases there ceases to be a clear difference between the entity purchasing insurance and the entity selling it.

Flagstar

New York /Victims 12-14, 2012

Assured Guaranty Municipal Corp. of New York is suing Troy-based Flagstar Bank, alleging that \$900 million in mortgage-backed securities it insured in 2005 and 2006 were riddled with fraud and misrepresentation.

VIOLATION OF CIVIL RIGHTS

"Civil rights" are the rights of individuals to receive equal treatment (and to be free from unfair treatment or "discrimination") in a number of settings -- including education, employment, housing, and more -- and based on certain legally-protected characteristics.

The defendants violated the plaintiffs civil rights in fair treatment of housing.

In all cases it may not be racial motivated however the land grabbing violated legal protection of our basic rights.

The defendants exploitation of women and migrant worker can clearly be evidenced among the Plaintiffs filing of this lawsuit in the name of justice, due process and freedom of speech.

PRAY

The plaintiffs moves this honorable court make their claims for treble and punitive damages, costs and attorneys fees; for actual damages of twenty-four million dollars (\$ 24,000,000)and fifty-two million (\$52,800,000) dollars impact damages and punitive damages four billion two hundred and twenty-four million dollars (\$4,224,000,000) as sanction for racketeering practices as described. Plaintiffs seek a national moratorium on foreclosures without legal proof of claim and immediate permanent injunction for all plaintiffs.

Respectfully submitted,

Connie Mele

4161 Nichols Court, Lilburn, Ga. 30047

New York /Victims 12-14, 2012

_____ Deborah Alex-Saunders

3367 Columbia Trace, Decatur, Ga. 30032

_____ Cynthia Nunez Collier

2377 Merrymount Drive, Suwanee, Ga.

30024

_____ Gladys Garcia

620 Old Johnson Road, Lawrenceville, Ga.

_____ Jean McBride

_____ Idrissa Gaye

_____ Lorraine Hunter

_____ Michelle Garrett

New York /Victims 12-14, 2012

_____ Wanda Beliz

New York /Victims 12-14, 2012

Flagstar

Assured Guaranty Municipal Corp. of New York is suing Troy-based Flagstar Bank, alleging that \$900 million in mortgage-backed securities it insured in 2005 and 2006 were riddled with fraud and misrepresentation.

VIOLATION OF CIVIL RIGHTS

"Civil rights" are the rights of individuals to receive equal treatment (and to be free from unfair treatment or "discrimination") in a number of settings -- including education, employment, housing, and more -- and based on certain legally-protected characteristics.

The defendants violated the plaintiffs civil rights in fair treatment of housing.

In all cases it may not be racial motivated however the land grabbing violated legal protection of our basic rights.

The defendants exploitation of women and migrant worker can clearly be evidenced among the Plaintiffs filing of this lawsuit in the name of justice, due process and freedom of speech.

PRAY

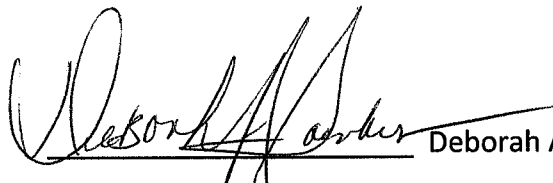
The plaintiffs moves this honorable court^{to} make their claims for treble and punitive damages, costs and attorneys fees; for actual damages of twenty-four million dollars (\$ 24,000,000)and fifty-two million (\$52,800,000) dollars impact damages and punitive damages four billion two hundred and twenty-four million dollars (\$4,224,000,000) as sanction for racketeering practices as described. Plaintiffs seek a national moratorium on foreclosures without legal proof of claim and immediate permanent injunction for all plaintiffs.

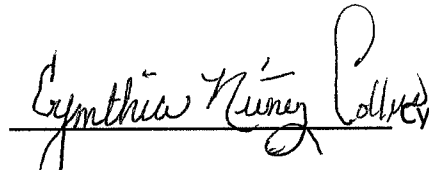
Respectfully submitted,

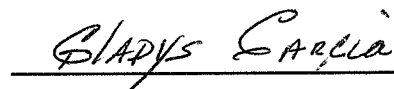
Connie P. Mele Connie^P Mele

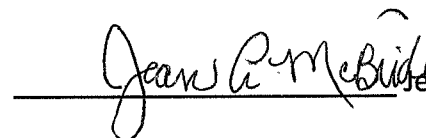
4161 Nichols Court, Lilburn, Ga. 30047

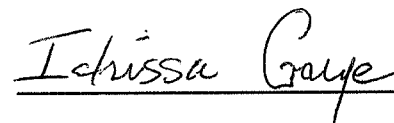
New York /Victims 12-14, 2012

249 
250 Deborah Alex-Saunders
251 3367 Columbia Trace, Decatur, Ga. 30032

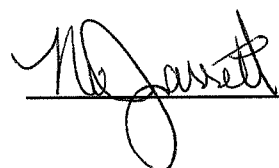
252
253 
254 Cynthia Nunez Collier
255 2377 Merrymount Drive, Suwanee, Ga. 30024

256
257
258 
259 Gladys Garcia
620 Old Johnson Road, Lawrenceville, Ga.

260
261 
262 Jean McBride

263
264 
265 Idrissa Gaye

266
267 
268 Lorraine Hunter

269
270 
271 Michelle Garrett
272

New York /Victims 12-14, 2012

Wanda Beliz Wanda Beliz

273

274

275

276

277

278

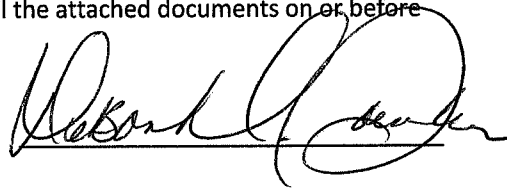
279

280

Mailing certification

I certify that the following parties were forward by regular US mail the attached documents on or before

_____.

A handwritten signature in black ink, appearing to read "Robert G. Stumpf", is written over a horizontal line.

Wells Fargo

101 N. Phillips Avenue, Sioux Falls, SD 57104.

Defendant, CEO: John G. Stumpf, personally

c/o Corporate Office, Wells Fargo, 420 Montgomery St.

San Francisco, California 94104

Bank of America

40 1 N. Tryon Street, NC , Charlotte, NC 28255-

Brian T. Moynihan,CEO, personally

c/o 100 N. Tryon St. Charlotte, NC 28255

JPMorgan Chase maintains

270 Park Avenue, 39th Floor, New York, NY 10017.

Jamie Dimon, CEO, personally

c/o 2500 Westfield Dr. Elgin, IL 60124, Mailstop IL 1-6215

Citimortgage

P.O. Box 30509, Tampa, FL 33631

Defendant, Sanjiv Das, CEO, personally
c/o 399 Park Ave, New York, N.Y. 10022

Ally Financial /GMAC
P.O. Box 200, Detroit Michigan 48265-2000.

CEO: Michael A. Carpenter, personally,
c/o PO Box 200, Detroit MI, 48265-2000.

Defendant DEUTSCHE BANK TRUST COMPANY
60 WALL STREET, NEW YORK, NEW YORK, 10005

Defendant, CEO: Jacques Brand, Personally.
60 WALL STREET, NEW YORK, NEW YORK, 10005

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

80 S. 8th St. Ste. 224 Minneapolis MN 55402,

CEO, Richard Davis
c/o 80 S. 8th St. Ste. 224 Minneapolis MN 55402,

AFFIDAVIT

DATE: DECEMBER 12, 2012

NAME: CONNIE P. MELE

LEGAL AGE: OVER 21 YEARS

COMPETENT: I AM COMPETENT TO TESTIFY IN A COURT OF LAW.

DECLARATION OF TRUTH:

To Whom It May Concern:

The following statements are by sworn testimony of the truth of the matter:

1. I am of African descent.
2. I hold beneficial interest in property located at 4161 Nichols Court, SW, Lilburn, GA
3. Connie Mele signed in contract with a corporation from Michigan, GOLD STAR MORTGAGE CORPORATION that originated mortgages and serviced mortgage in the year 7/2009. GOLD STAR MORTGAGE CORPORATION were never licensed to do business in Georgia.
4. County records disclose that GOLD STAR MORTGAGE CORPORATION and "MERS" (Mortgage Electronic Registration Systems, Inc.) are named on the Mele security deed which is fraud because MERS had withdrawn from Georgia since 2008 and GOLD STAR MORTGAGE CORPORATION never were licensed to do business in Georgia.
5. FLAGSTAR BANK, FSB the servicer is listed on my note as the creditor which is false claim because they never gave me any money.
6. The security deed is altered and stamped as void by Flagstar. Significantly, FLAGSTAR Bank Admits and Accepts Responsibility for Submitting False Certifications to HUD and must pay 132.8 MILLION \$ in penalties. In addition, the Mele purported FHA loan was

table top funded by Flagstar Bank, FSB.

7. BANK OF AMERICA , merger with BANK OF AMERICA HOME LOAN
SERVICING aka BAC IS NOW CLAIMING TO BE THE CREDITOR for the
Mele's loan. Which BAC never originated giving Mele any credit, monies or electronic
cash at anytime.
8. BAC is not the beneficiary of the note.
9. BAC is not the real party of interest.
10. BAC is a unsecured servicer and a 3rd party debt collector.
11. BAC has "NO" Proof of Claim.
12. However, the only documentation reflecting an assignment to BAC on May 10, 2010 is a
purported assignment from MERS to BAC executed by an assistant secretary of MERS,
one year after the origination of the Mele mortgage.. This simply cannot be for several
reasons.
 - 1) NO affidavit exist to proof, that the purported assistant secretary of MERS was a
certifying officer as required by MERS policy and required under the conservatorship
of MERS to Dept. of Treasury, Federal Reserve, OCC, etc.
 - 2) Notice of acceleration of the Mele note and power of sale had already taken place in
February 2010 naming BAC as trustee. How could the assignment by MERS
transfer a month after the acceleration?
 - 3) MERS/MERSCORP as a foreign corporation had withdrawn from doing business in
the state of Georgia since the year 2008 proven.
 - 4) BAC has failed to disclose the securitization trust that the Mele note should have been
placed within 90 days of closing from FLAGSTAR Bank.

If true, no subsequent assignment could have transferred from MERS to BAC due to
the note conversion into SEC trust.

- 5) The Assignment of the mortgage states it is from MERS who was never the beneficiary of the note or the mortgage but merely a nominee. If questioned MERS will deny any beneficial ownership of the note or mortgage. In fact its own website states this very fact.
- 6) MERS could not have truthfully assigned this mortgage to BAC, by its own admission- a Servicer. In the pooling and servicing agreements (PSA) that govern the duties of servicers general section 2.10 prohibits the conveyance of the notes to the Servicers.

Mele's loan upon audit was found to be in FHA violation and a qualified written Request was sent to BAC to correct some of the material violations. As early as Year 2010. BAC failed to answer.

NOTE: BAC aided and abetted FLAGSTAR Bank in its deception to HUD. Statements evidences that BAC continue to pay the FHA/HUD premiums for more than 1.5 years after the Mele debt had been discharged in chapter 7 Bankruptcy.

BAC simply does not have standing as on the holder or owner of the note can enforce the note. (Hwang 2008 WI 4899273 at 8).

Date: 12/15/2012

Connie Mele

(Name) All rights reserved UCC 1-308

State of Georgia County of Spinnett

The undersigned personally appeared before me and swears that the statements are true to the best of his/her knowledge.



Notary

Commission expires:



GENERAL POWER OF ATTORNEY

BE IT KNOWN, that Connie P. Mele has

made and appointed, and by these presents does make and appoint

Deborah Alex-Saunders true attorney in fact for

him/her and in his/her name, place and stead, giving and granting to said attorney, general, full

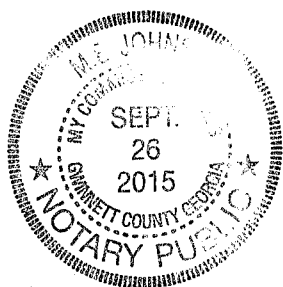
unlimited power and authority to do and perform all and every act and thing whatsoever requisite necessary to be done in and about the premises as fully, to all intents and purposes, as

could be done if personally present, with full power of substitution and revocation, hereby

ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 15th day of December, 2012



Signed, sealed and delivered in the presence of:

Glenn Garcia

Witness

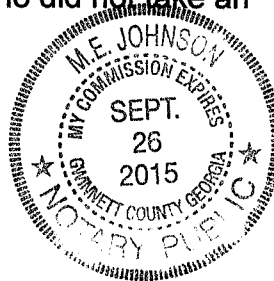
Witness

State of Georgia)

) ss.

County of Gwinnett)

The foregoing instrument was acknowledged by me this 15th
day of December, 182012 by M. E. Johnson
who is/are personally known by me or who has/have produced: USA,
D.L. as identification and who did not take an
oath.



_____(SEAL)

Notary Public

State of Georgia

My Commission Expires: 9/26/2015

AFFIDAVIT

DATE: DECEMBER 11, 2012

NAME: GLADYS GARCIA

LEGAL AGE: OVER 21 YEARS

COMPETENT: I AM COMPETENT TO TESTIFY IN A COURT OF LAW.

DECLARATION OF TRUTH:

To Whom It May Concern:

The following statements are by sworn testimony of the truth of the matter:

1. I am of Hispanic descent.
2. I hold spousal interest in property located at 620 Old Johnson Road, Lawrenceville, GA.
3. A company named Countrywide Financial charged us high cost in obtaining a refinance of our home.
4. Bank of America, the Servicer, refused to address our allegations.
5. An Audit revealed the violations, poor accounting and wrong default transaction numbers.
6. I was forced to file bankruptcy to discharge the mortgage debt filed against me.

Date:

12/15/2012

GLADYS GARCIA

(Name) All rights reserved UCC 1-308

State of Georgia County of Gwinnett

The undersigned personally appeared before me and swears that the statements are true to the best of his/her knowledge.

Commission expires:

9/26/2015

ME Johnson Notary

GENERAL POWER OF ATTORNEY

BE IT KNOWN, that GLADYS GARCIA has

made and appointed, and by these presents does make and appoint

Deborah Alex-Saunders true attorney in fact for

him/her and in his/her name, place and stead, giving and granting to said attorney, general, full

unlimited power and authority to do and perform all and every act and thing whatsoever requisite necessary to be done in and about the premises as fully, to all intents and purposes, as

could be done if personally present, with full power of substitution and revocation, hereby

ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.



IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 15 day of December, 192012

Signed, sealed and delivered in the presence of:

Conrad Webb

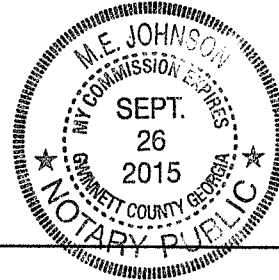
Witness

Witness

State of Georgia)
) ss.

County of Gwinnett)

The foregoing instrument was acknowledged by me this 15th
day of December, 10 2012 by: M.E. Johnson
who is/are personally known by me or who has/have produced: GA.
D.L as identification and who did not take an
oath.



(SEAL)

Notary Public

State of Georgia
My Commission Expires: 9/26/2012

SUAREZ & SERRANO, P.C.
ATTORNEYS AT LAW
3790 SATELLITE BOULEVARD
SUITE 200 - 201
DULUTH, GEORGIA 30096

FRANCES M. SUAREZ
PETER E. SERRANO

(404) 633-9400
FAX (404) 633-8080

15 de febrero de 2005

Sr. Julio Garcia
620 Old Johnson Road
Lawrenceville, GA 30045

Estimado señor Garcia:


Le incluyo original de la escritura de Propiedad con Garantía de Título ("Warranty Deed" y/o QuitClaim Deed) registrada de la propiedad arriba indicada. Siendo este documento importante, debe mantenerlo en un sitio seguro y accesible para su protección.

Es de suma importancia que usted visite la Oficina de Impuestos de su condado ("County Tax Office") y presente este documento para solicitar la Extensión Contributiva ("Homestead Exemption"). De esta manera evita que le suban los impuestos a su propiedad el próximo año.

Fué un placer para mí haberle ayudado en esta transacción y deseo aprovechar la oportunidad para ofrecerles mis servicios legales en cualquier otra necesidad que se presente en el futuro.

Cordialmente,

SUAREZ & SERRANO, P.C.


Carmen Borges
Post Closing

/cbg

AFFIDAVIT

DATE: DECEMBER 11, 2012

NAME: ^{NUNEZ}
CYNTHIA COLIER

LEGAL AGE: OVER 21 YEARS

COMPETENT: I AM COMPETENT TO TESTIFY IN A COURT OF LAW.

DECLARATION OF TRUTH:

To Whom It May Concern:

The following statements are by sworn testimony of the truth of the matter:

1. I am of Hispanic descent.
2. I hold beneficial interest in property located at 2377 MERRYMOUNT DR.
SUWANEE, GA 30024
3. Cynthia Collier signed in contract with a corporation from Texas, BRANCH BANKING TRUST (BBT) that originated mortgages and serviced mortgage in the year 2 2007.
4. County records disclose that only BRANCH BANKING TRUST (BBT) is named on the Collier note and security deed.
5. No record evidences that the SD has been reconveyed from BRANCH BANKING TRUST (BBT) to SRMOF11-2011.
4. SRMOF II-2011 BY ITS own admission is the trust over SEC securities not trustee over the promissory note or security deed. Not real party of interest
5. I was forced to discharge in this debt in a Bankruptcy chapter 7.
6. Lack of standing was challenged and unopposed in federal Bankruptcy Court.
7. SRMOF II-2011 wrongfully hired Wells Fargo as a servicer and to foreclose on my property.

Date: 12/15/12


(Name) All rights reserved UCC 1-308

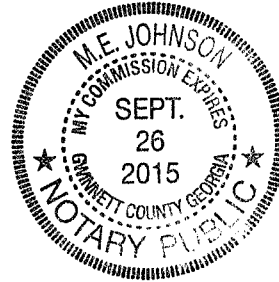
State of Georgia County of Gwinnett

The undersigned personally appeared before me and swears that the statements are true to the best of his/her knowledge.

Commission expires:

9/26/2015

M.E. Johnson Notary



GENERAL POWER OF ATTORNEY

BE IT KNOWN, that Cynthia Nuñez-Collier has

made and appointed, and by these presents does make and appoint

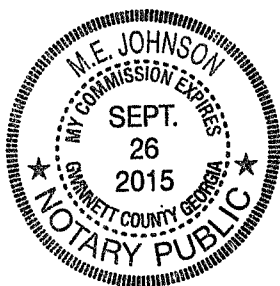
Deborah Alex-Saunders true attorney in fact for

him/her and in his/her name, place and stead, giving and granting to said attorney, general, full

unlimited power and authority to do and perform all and every act and thing whatsoever requisite necessary to be done in and about the premises as fully, to all intents and purposes, as

could be done if personally present, with full power of substitution and revocation, hereby

ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.



IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 15th day of December, 16 2012

Signed, sealed and delivered in the presence of:

D. Williams

Witness

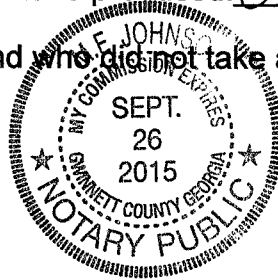
Witness

State of Georgia)

) ss.

County of Guinnett)

The foregoing instrument was acknowledged by me this 15
day of December, 192012 by: MG Johnson
who is/are personally known by me or who has/have produced: Georgia
D.H. as identification and who did not take an
oath.



_____(SEAL)

Notary Public

State of Georgia

My Commission Expires: September 26, 2015

DECLARATION BY AFFIDAVIT AND STATEMENT OF CLAIMS OF Jean McBride

4138 Captains Street, Saratoga Springs, Utah 84045

I, Jean McBride do hereby solemnly declare say and state under penalty of perjury:

I am over 21 years of age.

I am competent for stating the matters set forth herewith.

I have personal knowledge concerning the facts stated herein.

All the facts stated herein are true, correct, complete and certain, not misleading, admissible as evidence and if stating, I shall so state.

Plain Statement of Facts

An affidavit not rebutted stands as Truth in commerce. An affidavit not rebutted, after 30 days, becomes a judgment in commerce. An affidavit under commercial law can only be satisfied: by rebuttal, by payment, by agreement, by resolution or by common law rules by a jury.

Fact: February 2005 I attempted to enter a transaction with Countrywide Home Loans Inc in both of our names and the Fullspectrum officer said we had to do the transaction in my/Jean's name only and as Stated Income. (They claimed this was the only way to qualify.) At the same time they said I had to go to the title company for document signing alone without my husband and/or realtor.

—by Marty Blackmon (P)

Fact: Before document signing we were told our monthly payments would be close to \$960 a month, interest only and at document signing the interest rate was increased and the payment became \$1,279.54. (The Fullspectrum officer knew we had been living in the home for over a year.)

—Matt Whitehouse (P)

Fact: While at the title company, the Fullspectrum office manager was called and he said just sign the documents and make the payments for three months and I will get you into a fixed 30 year as Kelly would have been at his job for three months longer, which it was the same type of a job, and he would get us into the other product without a prepayment penalty as long as we went through their office. After the three months he denied he ever said that, so we told him we wanted to refinance and he said we couldn't because our current payments were over my/Jean's Debt Ratio. The document signing appointment with the title company was just before they closed for the day, with all mentioned above I/Jean was extremely stressed out and crying. I learned years later that they had already

bundled and sold my note and that is the true reason they wouldn't work with me. This is still causing us so much stress over the years.

Fact: There are missing transaction docs not given us in our transaction document packet. These we should of received 3 days before signing, as I requested all of them to be looked over by an attorney, but they never would give them to me and I should of received all after transaction signing and were not given all of documents.

Fact: The payment due November 1, 2008 was at \$2,044.18. We were only one month behind and already had a commitment on November 28, 2008 to make that November payment on December 3, 2008. On December 6, 2008 they sent a "Notice of Intent to accelerate". (And November's payment was paid on December 3rd, 2008 as promised, before the Notice.)

Fact: Shortly after 36 months, Jean's Credit Card companies raised interest rates, lowered card limits to appear maxed out and some canceled and some even cancelled when they had been paid in full. All caused from house payments becoming over debt ratio. One of the credit cards I had since 1977. They defimated my credit. My credit score has been ruined since 2003 and worse in 2008 as the increased monthly payments went far beyond what was stated in transaction documents.

Fact: I received a notice that someone within Countrywide Home Loans gave out my private information from my transaction documents and I have this letter in my possession to prove this.

Fact: On December 18, 2008 we received the so called "Loan Modification Agreement" from the HOPE Program which made the payments \$1,465.33 for only five years. Still in Jean's name only and that amount was still over debt ratio and much more than income. And it stated that if we made any payments that would mean that we agree to the Loan Modification and would be locked in for the five years. Numerous times they said they did not receive the documents and to refax them and we did so. I have record of this from an agency worker who tried to help and my own records from faxing. We were then told our case was closed and could not be reopened because they called our home three days during the day and we were not home to answer the phone. (Now I know they no longer owned the Note at that point.)

Fact: I/Jean have not seen or been presented with any admissible evidence which demonstrates that "MERS" et al., a separate corporation disclosed their identity or gained my consent to contract to do business with them.

Fact: I/Jean have not seen or been presented with any admissible evidence which demonstrates that THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF CWABS 2005-01, INC, has disclosed its identity or position or connection with MERS or gained my consent to do business with them.

Fact: I/Jean have been served notice of foreclosure by "RECONTRUST COMPANY, NA", who, as Trustee, has no ownership rights to my property and therefore has no standing to bring such an action against me, is not a real party in interest, is providing counterfeit documents, is illegally acting as a mortgagor against me and my home, and who is, in actuality a third party debt collector. Therefore, they and their attorneys are defrauding both me and the Courts.

Fact: I/Jean have not seen or been presented with any admissible evidence which demonstrates the Legal Assignment of BAC Home Loan Servicing, LP and then Bank of America, NA and now Green Tree from Countrywide Home Loans Inc. has disclosed their identity or position or connection with MERS nor gained my consent to contract to do business with them.

Fact: Bank of America, NA is aiding and abetting ReconTrust in its fraudulent activities against me and my property, has no legal ownership or other rights to my property, is not a real party in interest, is illegally acting as a mortgagor against me and my home, has denied on several occasions a mortgage modification, before we realized we had no obligation to Bank of America.

Fact: My husband and I moved into our home on a Lease Option to Buy on Aug. 11, 2003 and entered a transaction for our home on March 10, 2005 and intended this to be our retirement home. Since the economic collapse caused by the "mortgage meltdown", our equity and our life long plans have disappeared.

Fact: The value of our home decreases everyday with more foreclosures in our surrounding area.

Fact: Fraud was found in my transaction documents with Countrywide Home Loans when I had an audit done on them and this made me sick and filled with even more anxiety.

Fact: I have had numerous rude and harassing phone calls from the banks since 2008, harassing me for payments while I was waiting for them. Even while in court they still proceeded to call and harass me when I instructed them in court documents on numerous occasions to not call, only communicate in writing, as they lie and they still refused to stop calling and harassing to this day. They have even lied saying I hung up on them, when I did not. This is in violation of the FDCA practices notes.

Fact: I have experienced extreme stress and anxiety and had to start weekly therapist visits as I cannot handle the stress any longer. Also almost weekly visits to the Chiropractor due to the stress and anxiety this has contributed to. Feelings of disbelief, fear, distrust, anguish, desperation, frustration, giving-up, guilt, embarrassment, humiliation, despair, aggravation, anger, furry and uncountable sleepless nights and worry filled days.

Fact: I have experienced several episodes of chest pains and finding it hard to breathe on some occasions. Lots of muscle tension and pain, pounding heart, sleep disturbance, hard

to breathe, light headedness, feelings of unreality and feeling detached at times. I have been experiencing fears of dying, easily tired, chills and hot flushes, difficulty concentrating, hard to focus and get real drowsy very easily, life threatening dreams causing me to be very tired when I wake up in the mornings. My eyes now look as if I have cancer or a liver problem. I have aged considerably, where I used to look 15 years younger than my age.

Fact: My social life has changed since 2008 and I have lost many friends due to having to always work on something for this problem the banks have caused. Neighbors have expressed their anger for us being in foreclosure. Which this has also caused a lot of embarrassment for us, with neighbors, friends and even family members/relationships. This has created judgment and stigma that otherwise would not of happened to us and our kids and our grandchildren.

Fact: PTSD has increased tremendously to where I experience nightly night mares of being homeless, fear of people breaking into our home and stealing our belongings. We are afraid to leave our home and afraid to be home alone. So much fear as to where I will not answer my door or house phone anymore. And all this worry is because we see these things happening to others in our same situation across the United States of America daily.

Fact: I have lost 18 pounds this year alone and I am already very thin. I eat less due to overwhelming stress they have caused in my life. I have hair lose now and very brittle nails. My eye sight has gotten worse with all the computer use I have been forced to do. Finding it harder to think and concentrate. Anxiety has increased. I have had to replace my prescription eye glasses twice since all of this, first in 2010 and now just this year 2012 for stronger lenses for being on the computer for many hours every day with no sufficient breaks.

Fact: My house has become a horrendous mess as I have no energy and time to keep up with cleaning it, due to all that I have to deal with that they have caused. I have been unable to be productive, my energy is gone. I have turned into a hoarder just since I started to deal with this, living in so much fear. Both of our dining tables are over flowing with documents all to do with this situation and therefore no longer can eat at a table as tables are intended for.

Fact: My house is such a mess with all the paperwork and research that I cannot even put up a Christmas Tree, we have not had any guests or parties at our home since 2009, as my home is now such an embarrassing mess from neglect of having to keep up with all that I have had to do to attempt to save my home from what they have done to me and my family.

Fact: I have a letter from a gentleman I used to teach a class for in the County Jail, that I have not been able to teach in a while because of all this that he testifies what this has done to me since he has known me and I have another friend who said she is worried about me, as she knows what this has done to me and my health and said she would be more than willing to write a letter stating so and I have known her since the '70's.

Fact: This has cause a huge strain on my marriage.

Fact: This has caused us to not be able to go on vacations anymore.

Fact: Our son was to graduate from high school June of 2011 and has not been able to do so yet because of all the stress and fear all of this had put on him since 2008. He went through a long period of time of fear of leaving our home even to go to school and he got physically sick with nausea and severe headaches. He currently has no diploma and no GED, so is now considered a high school dropout, when he loved school so much, he would sneak out to go to school because he didn't want to miss it prior to 2008.

Fact: Also sleep less due to having been forced to spend countless hours, countless days, weeks and months doing paperwork and trying to research and understand what caused this economic collapse and what happened to our lives and marriage, and trying to learn and discover ways to save our home, with extremely limited funds and the financial inability to pursue our legal rights.

Fact: On two separate occasions Bank of America Defense Attorney Michael Black called leaving a message on (1) my home phone to not turn in my documents and drop my case and once on (2) my cell phone while I was in the FBI office in Salt Lake City to show them my home loan audit, again him not wanting me to turn in my documents and to drop my case. I have these calls recorded.

Fact: Many times I have had to go 2 days straight with no sleep and no naps, as documents were due and I have a very hard time getting things done. Things have taken me extra long to get done, as this has increased anxiety problems and those sleepless nights have affected my health negatively and has shortened my life span. Sleep is something one can never get caught up on.

Fact: There has been a rude gentleman with a custom license (Utah) plate that says BREX who works for Bank of America who came by while I was out front with my daughter and 4 really young grandchildren, a 4 month old, 3 year old, 4 year old and 5 years old, 3 were riding their bikes in my driveway and sidewalk in front of my house and he drove up and jumped out with a camera and my daughter and I both told him before he started to take pictures that we both DO NOT GIVE HIM PERMISSION TO TAKE ANY PICTURES OF THE KIDS, US OR OUR CARS over and over we said no pictures and he said he could if he wanted to and started taking numerous pictures of myself, my daughter and each of the little children and our cars and each of our license plates on each of our cars! He has also scared the little girls that live in the house across from our house taking pictures of them and their house also. Even my adult neighbor came over and expressed his anger and fear when he has seen him come by on several occasions. This is one of the reasons why I am afraid to answer my door and my phone.

→ Case # 2:10 CV 00960 (P)

Fact: While in Federal Court, Bank of America scheduled my home for an auction and when I called defense he claimed it was not, but it was even on the auction line and on record at the county office as up to auction. Mr. Black claimed it was our neighbor/Rossi

and I had just been to their door and it was not them, as they had just received their Loan Modification packet a day or two before I spoke to them and I do have a copy of their cover sheet in my possession. Then after he called back claiming the mistake, I called the trustee line again and it was gone. I have to constantly call the trustee line because this is what they do.

Fact: I never had an escrow account, as I told them I pay my own property taxes and home owners insurance. Every time I pay my own property taxes, they send me a notice telling me they paid my property taxes, when I am the one who paid it and I have the receipts to prove it.

Fact: Because of all this, they are forcing me into bankruptcy and this is not fair, as I have no reason why I should be in bankruptcy.

Fact: I paid \$2,600 for many hours of webinars to help me learn and unravel more and more of the fraud and deceit perpetrated on us by the mortgage industry, individually and as a whole. I have paid other monies for assistance from this also. And countless time and driving trying to seek legal assistance.

Fact: I spent money on attempting to file chapter 13 twice on filing fees, but I was afraid to finish filing as I could not handle the paperwork at the time and I was unsure of what to do and if it was what I should do or not in 2010. I had to pay a large filing fee to file a Complaint against them in Federal court 9/29/10. Now they are forcing me to file Bankruptcy and I have to go through with it this time as I have no choice now.

Fact: We had to travel to Seattle and to Georgia in 2011 to try to learn about document audits and how to try to remedy what is happening to us.

Fact: With all the paperwork involved with this matter I have gone through 2 printers and am now on my 3rd printer since all this mess. Used numerous reams of paper, sheet protectors, many very large binders to segregate numerous documents and mail and filings. Numerous ink cartridges and refills. Postage for numerous Certified return receipt mailings sent to defense attorney and in response to mail received. Mileage to notarize numerous documents to file at Federal Court house that is an hour up and an hour drive back and parking charges. Also mileage for trips to court house in Provo, also to find information.

Fact: I had to purchase a new lap top and then a second back up lap top as the first one started to have problems as I had so much I had to learn and do to take care of what they have caused me with the fraud in my loan and all the documents I had to create and their unethical practices in this matter. All documented.

I thought I entered a transaction in good faith with an industry we are supposed to be able to trust and unfortunately they have not been trustworthy and there are millions of us that they have done this to. Where is the justice? There are laws to protect us with the financial industry, but no one will hold them accountable and no one will enforce the laws

that were created to protect us. There are violations and damages that we have suffered and continue to suffer. We have economic damages and treble damages allowable by the FDCPA, RESPA, HOEPA, TILA and statutory violations; damages to credit and future credit; identity theft; misuse of collateral; costs associated with our many legal matters. We have non-economic damages that consists of mental and emotional pain and suffering, stress, anxiety, PTSD, humiliation, loss of reputation and good standing in the community ruined; loss of trust, and loss of enjoyment of life. We have punitive damages in an amount sufficient to cause defendants to cease and desist from the actions forming a basis of this action. We have estimated violations and damages at \$550,440.00 so far at this point in time.

The Undersigned, Jean McBride do herewith declare, state and say that I, issued this with sincere intent in truth, that I, the undersigned is competent by stating matters that the contents are true, correct, complete and certain, admissible as evidence, reasonable, not misleading and by my best knowledge, by me the undersigned.

On this 11th day of Dec., 2012, principal, surety,

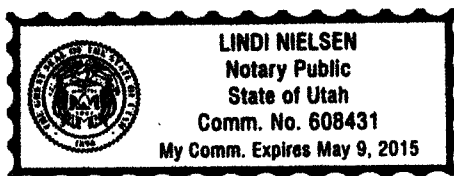
By: Jean A. McBride
All rights reserved per UCC 1-309

State of Ut

County of Ut

On the 11 day of dec, 2012, the undersigned personally appeared before me and proved to me on the basis of satisfactory evidence to be there persons whose names are subscribed hereto and acknowledged to me that they executed the same under asseveration and accepts the facts thereof. Subscribed and affirmed before me this day. Witness my hand and seal this day.

Stamp



[Signature]
Notary Signature

My commission expires on the 9 day of may, 2015

Return to: 3367 Columbia Trace
HLRC- [REDACTED] Decatur, GA 30032

(9)

Specific Power of Attorney

BE IT ACKNOWLEDGED that I, Jean Ann McBride Full

Name Jean Ann McBride, the undersigned, do hereby grant a limited and social
security number 2994 (LAST 4 DIGITS) specific power of attorney to HOMEOWNERS

LITIGATION AND RIGHTS COALITION COORDINATOR _____

3367 Columbia Trace,
Full Name of [REDACTED], DECATUR, GEORGIA 30032 Address Phone _____

(9)

as my attorney-in-fact. Said attorney-in-fact shall have full power and authority to undertake and
perform only the following acts on my behalf:

1. Research and assembly claims as relates to mortgage transaction identified as loan # 88526544
2. Consult ant services as relates to the specific claims negligence, fraud, a Tort,
3. Notarize, witness and testify to best of his or her knowledge of related matters.

_____ The authority herein shall
include such incidental acts as are reasonably required to carry out and perform the specific authorities
granted herein. My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees
to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in
its discretion deems advisable. This power of attorney is effective upon execution. This power of
attorney may be revoked by me at any time, and shall automatically be revoked upon my death,
provided any person relying on this power of attorney shall have full rights to accept and reply upon the
authority of my attorney-in-fact until in receipt of actual notice of revocation.

LIABILITY RELEASE FORM

On this 11th day of December, 2012, intending to be legally bound hereby,
the undersigned agrees and does hereby release from liability HOMEOWNERS LITIGATION AND RIGHTS
COALITION COORDINATOR and to indemnify and hold harmless, and any of its employees or agents
representing or related to the organization as regards to affiliated groups. This release is for any and all
liability for personal injuries (including death) and property losses or damage occasioned by, or in
connection with any activity or accommodations for this event. The undersigned further agrees to abide
by all the rules and regulations promulgated by HLRC and/or its affiliate groups and vendors throughout
the Claims process.

Return to:

HLRC- PO Box 2487, Decatur, GA 30031

Jean A. McBride Dec. 11, 2012

Name (please print) Date Signed

Monica W. Proulx

Signature of unofficial Witness

Jean A. McBride

Signature

Notary:

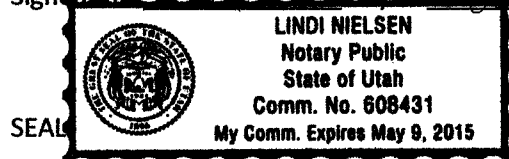
(All rights reserved per UCC 1-309)

State of Ut

County of Ut

These persons did personally appear before me and swear that these statements are true to the best of his/her knowledge.

Signed this 11 day of dec, 2012



[Signature] Signature

Commissions expires:

05/09/2015

AFFIDAVIT

DATE: DECEMBER 14, 2012

NAME: IDRISSA GAYE

LEGAL AGE: 50 YEARS

COMPETENT: I AM COMPETENT TO TESTIFY IN A COURT OF LAW.

CC:

DECLARATION OF TRUTH:

To Whom It May Concern:

The following statements are by sworn testimony of the truth of the matter:

1. Time loss seeking a more affordable payment with the lender for more than two (2) years
2. Bank harassment to do a short sale or to give up my home to avoid a damaging foreclosure
3. My children fear to lose the family home any day has a negative impact on school performance
4. Haunted by a possible disruption of children school attendance in case of foreclosure
5. This situation puts a lot of stress on my spouse who had two major cancer surgeries
6. Mentally tortured by the Bank attitude regarding the loan mitigation

Date: December 14, 2012

Idrissa Gaye

(Name) All rights reserved UCC 1-308

State of GEORGIA County of GWINNETT

The undersigned personally appeared before me and swears that the statements are true to the best of his/her knowledge.

Commission expires:

ANTHONY SANTIAGO
NOTARY PUBLIC
Gwinnett County - State of Georgia
My Comm. Expires Aug. 4, 2015

 Notary

AFFIDAVIT

DATE: DECEMBER 14, 2012

NAME: IDRISSA GAYE

LEGAL AGE: 50 YEARS

COMPETENT: I AM COMPETENT TO TESTIFY IN A COURT OF LAW.

CC:

DECLARATION OF TRUTH:

To Whom It May Concern:

The following statements are by sworn testimony of the truth of the matter:

1. Time loss seeking a more affordable payment with the lender for more than two (2) years
2. Bank harassment to do a short sale or to give up my home to avoid a damaging foreclosure
3. My children fear to lose the family home any day has a negative impact on school performance
4. Haunted by a possible disruption of children school attendance in case of foreclosure
5. This situation puts a lot of stress on my spouse who had two major cancer surgeries
6. Mentally tortured by the Bank attitude regarding the loan mitigation

Date: December 14, 2012

Idrissa Gaye

(Name) All rights reserved UCC 1-308

State of GEORGIA County of GINNETT

The undersigned personally appeared before me and swears that the statements are true to the best of his/her knowledge.

Commission expires:

ANTHONY SANTIAGO
NOTARY PUBLIC
Gwinnett County - State of Georgia
My Comm. Expires Aug. 4, 2015

[Signature] Notary

Return to:

HLRC- PO Box 2487, Decatur, GA 30031

Specific Power of Attorney

BE IT ACKNOWLEDGED that I, _____ Full

Name Knissq Gaye, the undersigned, do hereby grant a limited and social security number 5116 (LAST 4 DIGITS) specific power of attorney to HOMEOWNERS

LITIGATION AND RIGHTS COALITION COORDINATOR _____

Full Name of Chas PO BOX 2487, DECATUR, GEORGIA 30031 Address

Phone as my attorney-in-fact. Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

1. Research and assembly claims as relates to mortgage transaction identified as loan # _____
2. Consult ant services as relates to the specific claims _____.
3. Notarize, witness and testify to best of his or her knowledge of related matters.

_____ The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable. This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

LIABILITY RELEASE FORM

On this _____ day of _____, 200____, intending to be legally bound hereby, the undersigned agrees and does hereby release from liability HOMEOWNERS LITIGATION AND RIGHTS COALITION COORDINATOR and to indemnify and hold harmless, and any of its employees or agents representing or related to the organization as regards to affiliated groups. This release is for any and all liability for personal injuries (including death) and property losses or damage occasioned by, or in connection with any activity or accommodations for this event. The undersigned further agrees to abide by all the rules and regulations promulgated by HLRC and/or its affiliate groups and vendors throughout the Claims process.

Return to:

HLRC- PO Box 2487, Decatur, GA 30031

Idhissa Gaye 11/15/2012 Idhissa Gaye

Name (please print) Date Signed

Idhissa Gaye Idhissa Gaye

Signature of unofficial Witness

[Signature]

Signature

Notary:

State of Georgia

County of DeKalb

These persons did personally appear before me and swear that these statements are true to the best of his/her knowledge.

Signed this 15 day of November, 20 12

[Signature]

SEAL

Signature

Commissions expires:

Mailing address: Lorraine Hunter PO Box 322 Newington, VA 22122 Tel: 404-502-6948

Property Address:
3005 Gallery Walk
Snellville GA 30039

December 3, 2012

TO: _____

Dear Sir/Madam:

Re: Lorraine Hunter Statement of Claim vs American Brokers Conduit (Lender), American Home Mortgage Corp., Premier Mortgage Funding Inc, (Originator), American Home Mortgage Servicing Inc, now Homeward Residential Inc (Servicer), Deutsche Bank National Trust Company as Trustee for Harborview Mortgage Loan Trust, Mortgage Loan Pass-Through Certificates, Series 2007-5 (Trust), Chelsea Title, A Division of Chicago Title (Title Company), Aldridge Connors LLP (Attorneys), Mortgage Electronic Registration System (CONSPIRATORS), Radian Guaranty, (Insurer)

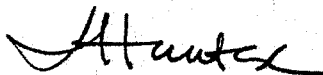
Re: LOAN #: 0001774991

I have not been able to get a resolution from the above entities and I would like an investigation and compensation re claims against collateral used as a loan held in custody by Federal Reserve. I am seeking orders resolution of Statement of Claim and a release of the collateral identified as:

3005 Gallery WALK, Snellville GA 30039

I have enclosed an Affidavit in support of my Statement of Claim.

Sincerely,


Lorraine Hunter

3005 Gallery Walk
Snellville GA 30039

NAME & SIGNATURE WITNESS: 

ADDRESS 4196 Merchant Plaza
Lake Ridge VA 22192

AFFIDAVIT OF LORRAINE HUNTER : DAMAGES

As a result of the actions of the persons listed above Lorraine Hunter has incurred closed to \$20000 in court costs, fees fighting foreclosure, photocopies, books, legal fees, attorneys fees, courses, forensic loan audit, ink, gas, parking, recording fees. In addition to health care costs, long term illness, lost months from work and other damages resulting debt of over \$900,0000 and the eventual filing of bankruptcy.

STATEMENT OF FACTS

1. Hunter, a prime borrower, attempted to do a refinance in 2007 when she became permanently disabled. The transaction never went to closing; Predatory lenders American Home Mortgage Corp were under cease and desist orders in many states; eventually filed for bankruptcy. No attorney ever closed the refinance as required by Georgia law.
2. Originators and Hunter agreed to 2% interest for 30 years they switched it to over 9.25%, and failed to resolve the issues since 2007 of the "High Cost" predatory transaction
3. Conspirators have remained silent, given Hunter the run around on who should return over \$80000 in overpaid interest, fees and equity stripped regarding Hunters property since 2007. This leaves Hunter to fight foreclosure and deal with multiple entities with whom she did not contract or get a loan from, at a cost of over \$20,0000 so far.
4. My finances and credit were damaged from being placed in a subprime, predatory mortgage loan with interest rate at over 9.25%, extremely high payments, exorbitant fees and yield spread premium charges. I asked for a refinance and I told Premier Mortgage I could afford to pay \$800 a month and did not want to pay any closing costs.


Lorraine Hunter

3005 Gallery Walk

Snellville GA 30039

NAME & SIGNATURE WITNESS: 

ADDRESS 4196 Merchant Plaza
Lake Ridge VA 22192

5. The mortgage broker, Premier Mortgage Funding Inc, was under investigation and had license for Georgia revoked by Department of Banking and Finance; filed bankruptcy; Dept never informed us, the affected consumers.
6. Hunter's property had over \$50000 in equity at the time of being placed in a "pick a pay" negative amortization loan, the effects of which were never explained. The conspirators stole over \$45000 in equity in the first year of refinance. It resulted in the extreme negative value of the property, resulting in inability to refinance since 2008. The financial burden and effect on my credit and health from the effects are exorbitant, resulting in bankruptcy.
7. The Mortgage application and closing were completed during a period of total disability, making it null and void and Hunter has several pages of unsigned closing documents; very few signed copies were returned to her.
8. American Home Mortgage Corp Inc filed bankruptcy in 2008. They told me while the company was undergoing bankruptcy none of the loans in their portfolio could be refinanced, thereby affecting my ability to get a lower payment on the open market. Very high prepayment penalties also prevented a refi.
9. American Home Mortgage Servicing Inc AMHSi, a Debt collector told me did not have authority to modify terms of loan, though I qualified for a lower payment through the various modification programs offered by the government. Yet they falsely claimed that they could, and requested the same documents for over one year. AMHSi took close to one year to respond to modification request.
10. AHMSi refused/returned my mortgage payments in October 2009 and then reported me as late.
11. Late information on my credit reported by AHMSi caused other creditors to cancel all my available credit and thereby showing my limits to the maximum, leading to lower credit

Lorraine Hunter

L Hunter
3005 Gallery Walk

Snellville GA 30039

NAME & SIGNATURE WITNESS: Paul L...

ADDRESS 4196 Merchant Plaza

Lake Ridge VA 22192

score and the cancelling of many credit lines and subsequent default on those debts.

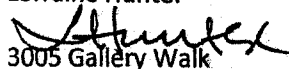
12. I disputed the mortgage terms and the balances, AMHSi returned payments sent, then reported me late with various fees added. There have been numerous letters sent on how they applied my payments to "unknown account" while charging late fees, and holding excessive amounts in escrow.
13. I requested a copy of the foreclosure notice published and served on me, regarding foreclosure of property at 3005 Gallery Walk scheduled for sale March 1, 2011, yet I was never notified of a pending foreclosure or provided with such paperwork.
14. AMHSi, a debt collector, has no standing to foreclose, were not my creditor, yet advised the Texas Attorney General Department that the property was not being foreclosed on during the loan modification period, when it was. AMHSi, an unsecured creditor started a nonjudicial foreclosure in Georgia, with no recourse for homeowners.
15. AMHSi advised Texas Attorney General that they did not refuse/return any payments made by me, yet I have proof of the returned payments. They also wrote they were not my lender, that any issues I had, I should go to American Home Mortgage Corp, to address them.
16. Since 2007 have tried to overturn the transaction and get compensated for the damages I suffered. Servicers have referred Hunter to bankrupt secured creditor American Brokers Conduit to resolve disputes raised since 2007
17. Trustee Deutsche Bank and Servicers, American Home Mortgage Servicing, illegally scheduled Hunters property for sale without her knowledge on March 3, 2011¹;

¹ O.C.G.A. § 16-8-3. Theft by deception.

(a) A person commits the offense of theft by deception when he obtains property by any deceitful means or artful practice with the intention of depriving the owner of the property;

(b) A person deceives if he intentionally:

Lorraine Hunter


3005 Gallery Walk

Snellville GA 30039

NAME & SIGNATURE WITNESS: 

ADDRESS 4496 Merchant Plaza
Lake Ridge VA 22192

18. To stop foreclosure Hunter filed bankruptcy under Chapter 13 Case # 10-98605-wlh on December 29, 2010 and Case #11-56463-wlh on March 1, 2011.

19. In 2010 and 2011 American Home Mortgage Servicing (AHMSi) and Deutsche Bank filed a proof of claim for a secured claim in bankruptcy court and indicated the basis for the claim: a dead company, American Brokers Conduit's photocopy of "Mortgage & Note," and the basis of perfection? "NONE". Aldridge Connors and their attorneys filed no answers; no affidavits; no production of documents requested; no contracts/agreements with the parties representing, see requirements of US Bankruptcy Form 10².

20. Conspirators have attempted to deny me equal protection under the laws. Hunter revoked her signature to the original American Brokers Conduit **contract #0001774991** and revoked the Waiver of Borrowers Rights and Power of Attorney as not being transferrable to Conspirators, their heirs and assigns: this was filed, recorded in Gwinnett county court on **March 26, 2012**; AMHSi and Deutsche Bank were sent an original wet ink signed copy. Hunter has a 14th amendment right to due process of law.

21. Several weeks later, in 2012 an Assignment of Mortgage involving a high cost transaction dated May 21, 2012 from MERS to Deutsche Bank was recorded by Aldridge Connors LLP/AMHSi to Gwinnett county land records. In July 2, 2012 the same assignment was submitted to the bankruptcy court.

22. However, effective July 1, 2012 Georgia House Bill 237 went in effect; it provides criminal penalties for providing misstatements with the intent to defraud during the mortgage and

(1) Creates or confirms another's impression of an existing fact or past event which is false and which the accused knows or believes to be false;

(2) Fails to correct a false impression of an existing fact or past event which he has previously created or confirmed;

(3) Prevents another from acquiring information pertinent to the disposition of the property involved;

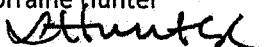
(4) Sells or otherwise transfers or encumbers property intentionally failing to disclose a substantial and valid known lien, adverse claim, or other legal impediment to the enjoyment of the property, whether such impediment is or is not a matter of official record; or

(5) Promises performance of services which he does not intend to perform or knows will not be performed. Evidence of failure to perform standing alone shall not be sufficient to authorize a conviction under this subsection.

(c) "Deceitful means" and "artful practice" do not, however, include falsity as to matters having no pecuniary significance, or exaggeration by statements unlikely to deceive ordinary persons in the group addressed.

² 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest

Lorraine Hunter


3005 Gallery Walk

Snellville GA 30039

NAME & SIGNATURE WITNESS: 

ADDRESS 4196 Merchant Plaza
Lake Ridge VA 22192

foreclosure process. Deutsche Bank et al, submitted their fraudulent "secured creditor" and "assignment" paperwork in court on July 2, 2012.

23. Aldridge Connors firm have clear conflicts of interest attorneys operating as "Jack of all trades". They represent AMHsi, Homeward Residential, MERS, Deutsche Bank and American Brokers Conduit without submitting to Hunter a genuine certified copy of the contract/agreement, sworn and attested to by a responsible party, legally authorized to contract on behalf of any of these companies.

24. All assignments - in sequence - of the deed to secure debt showing how CONSPIRATORS gained possession (Assignment of Security Deed or Assignment of Deed of Trust) were never provided³

25. Conspirators get mail from American Brokers Conduit mailbox. They then advise Hunter to change the account number and company name to make it appear they are legitimate creditors; they collect the checks, yet refuse the lawsuits

26. Conspirators have acted on behalf of companies who do not exist or currently have a valid business license or business contract to operate in the State of Georgia: MERS or American Brokers Conduit

27. The loan and account number filed in bankruptcy court and on foreclosure documents by Aldridge Connors LLP and Homeward Residential **0031816853** does not belong to Hunter and Hunter also denied this debt of \$303,300 and has denied this debt since 2007

³ O.C.G.A. § 16-10-20. False statements and writings, concealment of facts, and fraudulent documents in matters within jurisdiction of state or political subdivisions.

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by imprisonment for not more than five years or by a fine not exceeding \$10,000, or both, for each offense.


Lorraine Hunter

3005 Gallery Walk

Snellville GA 30039

NAME & SIGNATURE WITNESS: 

ADDRESS 4196 Merchant Plaza
Lake Ridge VA 22192

Deutsche Bank National Trust Company as Trustee

MORTGAGE LOAN TRANSFER NOTICE

In this Notice, the terms "we", "us" or "our" mean the new creditor identified below. The terms "you" and "your" mean the mortgage loan borrower(s) identified below.

We are sending you this Notice because we are required by law to notify you that your mortgage loan identified below has been sold or transferred to us. We are the new creditor of your mortgage loan.

Date of this Notice: **July 15, 2009**

Mortgage Loan Borrower Name(s): **Lorraine Hunter**

Property Address: **3005 Gallery Walk
Snellville, Ga 30039-4736**

Mortgage Loan Information:

Date of Loan: **05/25/2007**

Original Amount of Loan: **\$213,000.00**

Address of Mortgaged Property: **3005 Gallery Walk
Snellville, Ga 30039-4736**

Mortgage Identification Number (MIN): **1000242-0001774991-8**

Please note the following information regarding the transfer of your mortgage loan:

1. The identity (name), address and telephone number of the new creditor:

**Deutsche Bank National Trust Company as Trustee
1761 East St Andrew Place
Santa Ana, Ca 92705
(714) 247-6000
<http://www-apps.gis.deutsche-bank.com/invr>**

2. The date of the transfer of your mortgage loan: **06/05/2009**
3. How to reach an agent or party having authority to act on behalf of the new creditor:

The mailing address and telephone number to reach the mortgage company servicing your mortgage loan is:

**American Home Mortgage Servicing, Inc.
4650 Regent Blvd
Suite 100
Irving, Tx 75063
(214) 260-8799
(877) 304-3100
mersteam@ahmsi3.com**

4. The instrument representing the indebtedness of your mortgage loan (promissory note) is not a recordable document, but the promissory note is in our possession or held on our behalf by our custodian. The security instrument (mortgage or deed of trust) that secures the repayment of your promissory note is, however, recorded in the public land records for Gwinnett, GA.
5. Additional information:

This Notice does not identify or otherwise change the address where you send your mortgage loan payments



If there is any change in the address for your mortgage loan payments, you will be notified of such change separately and apart from this notice.

GEORGIA TANGIBLE NET BENEFIT WORKSHEET – HIGH COST HOME LOANS

Borrower Name(s): Lorraine Hunter

Property Address: 3005 Gallery Walk
Snellville, GA 30039

Date: 04/20/2007

The Georgia Fair Lending Act requires a “reasonable, tangible net benefit to the borrower considering all of the circumstances, including, but not limited to, the terms of both the new and refinanced loans” to a borrower that refinances an existing home loan that was consummated within the previous five years.

This worksheet, along with the documentation from both the new and refinanced loan, may be used to identify the tangible net benefit to the borrower.

Terms of the New and Previous Loans

TERMS	NEW LOAN	LOAN
Loan Date		
Loan Amount	\$ 209,000.00	\$
Loan Term	360	
Interest Rate	9.250 %	
Annual Percentage Rate (APR)	12.107 %	
Fixed or Adjustable Rate	<input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Adjustable	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable
Payment Amount	\$ SEE T.I.L	\$
Balloon Payment	<input type="checkbox"/> Balloon Payment Due in _____ Years	<input type="checkbox"/> Balloon Payment Due in _____ Years
Other Payment Terms (Bi-weekly)		
Prepayment Penalty (Amount, Waived, etc.)	3YRS	
Loan-to-Value Ratio	95.000	
Debt-to-Income Ratio	13.143	
Loan Purpose (Use of Proceeds)	RATE & TERM	
Other:		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Lorraine Hunter

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<i>Division of Commission (line 700) as Follows:</i>						
701. \$	to					
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	% to					
802. Loan Discount	% to					
803. Appraisal Fee	to					
804. Credit Report	to PREMIER MORTGAGE FUNDING, INC.				9.25	
805. Admin Fee	to AMERICAN BROKERS CONDUIT				525.00	
806. Wire fee	to AMERICAN BROKERS CONDUIT				25.00	
807. Tax Service fee	to AMERICAN BROKERS CONDUIT				92.00	
808. Flood Hazard Fee	to AMERICAN BROKERS CONDUIT				19.00	
809. Storage fee	to Full Access Storage				59.00	
810. Broker prem paid by Lender	to PREMIER MORTGAGE FUNDING, INC. POC:L7721.25					
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	05/31/07 to 06/01/07 @ \$	54.730000/day	(1 days	%)	54.73
902. Mortgage Insurance Premium for	months to					
903. Hazard Insurance Premium for	1.0 years to					
904. Flood Insurance	1.0 years					
905. Wind Insurance						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	11.000 months @ \$	79.08 per month				869.88
1002. Mortgage Insurance	months @ \$	per month				
1003. Garbage	months @ \$	per month				
1004. County Taxes	11.000 months @ \$	151.50 per month				1,666.50
1005. Assessments	months @ \$	per month				
1006. Flood Insurance	months @ \$	per month				
1007.	months @ \$	per month				
1008. Aggregate Adjustment	months @ \$	per month				
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to Chelsea Title Company, A Division of Chicago Title					100.00
1102. Abstract or Title Search	to Service Link					210.00
1103. Title Examination	to Chelsea Title Company, A Division of Chicago Title					50.00
1104. Mortgage Payoff Processing Fee	to Chelsea Title Company, A Division of Chicago Title					25.00
1105. Courier/Express Handling Fee	to Chelsea Title Company, A Division of Chicago Title					85.00
1106. Electronic Document Fee	to					
1107. Wire Fee	to					
<i>(includes above item numbers:)</i>						
1108. Title Insurance	to Chelsea Title Company, A Division of Chicago Title					695.00
<i>(includes above item numbers:)</i>						
1109. Lender's Coverage	\$	213,000.00			695.00	
1110. Owner's Coverage	\$					
1111. Endorsements 5,8,1,survey	Chelsea Title Company, A Division of Chicago Title					
1112. Wire Fee	Chelsea Title Company, A Division of Chicago Title					
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$; Mortgage \$	52.00;	Releases \$			52.00
1202. City/County Tax/Stamps: Deed			; Mortgage	Intangible Tax		768.00
1203. State Tax/Stamps: Deed			; Mortgage			
1204.						
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						5,305.36

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower

Seller

Lorraine Hunter

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Chelsea Title Company
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS			
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation. a. Are there any outstanding judgments against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. Have you been declared bankrupt within the past 7 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No d. Are you a party to a lawsuit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)</small> f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>If "Yes," give details as described in the preceding question.</small> g. Are you obligated to pay alimony, child support, or separate maintenance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No h. Is any part of the down payment borrowed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. Are you a co-maker or endorser on a note? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ----- j. Are you a U. S. citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No k. Are you a permanent resident alien? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No l. Do you intend to occupy the property as your primary residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>If "Yes," complete question m below.</small> m. Have you had an ownership interest in a property in the last three years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)? PR (2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? _____		Borrower	Co-Borrower
b. Alterations, improvements, repairs				Yes	No
c. Land (if acquired separately)					
d. Refinance (incl. debts to be paid off)	197,501.00				
e. Estimated prepaid items	2,591.11				
f. Estimated closing costs	2,546.25				
g. PMI, MIP, Funding Fee					
h. Discount (if Borrower will pay)					
i. Total costs (add items a through h)	202,638.36				
j. Subordinate financing					
k. Borrower's closing costs paid by Seller					
l. Other Credits (explain)					
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	213,000.00				
n. PMI, MIP, Funding Fee financed					
o. Loan amount (add m & n)	213,000.00				
p. Cash from/to Borrower (subtract j, k, l & o from i)	-10,361.64				

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input checked="" type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male To be Completed by Interviewer This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male Interviewer's Name (print or type) Phil Gerdes Interviewer's Signature _____ Date _____ Interviewer's Phone Number (incl. area code) _____ Name and Address of Interviewer's Employer Premier Mortgage Funding, Inc. 3001 Executive Drive Suite 330 Clearwater, FL 33762 (P) 941-485-3230 (F) 941-485-3297
--	---

BK 51761 PG 0139

FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2012 NOV -1 AM 8:21

RICHARD ALEXANDER, CLERK

Mail all correspondence to:
Lorraine Hunter
3005 Gallery Walk
Snellville GA, 30039

**AFFIDAVIT OF NOTICE OF
FORGERY AND FRAUDULENT DOCUMENT**

311998

In the Matter of: United States Superior Court, State of Georgia, Case #11A 08929-4

Re: Security Deed: Deed Book: ~~48034 PG 0828~~ Date Recorded: June 29, 2007.

Original Loan #: 0001774991

MIN #: 100024200017749918

Property Address: 3005 Gallery Walk, Snellville GA 30039

I, *LORRAINE HUNTER*, Affiant, a Living Being, pursuant to **United States Constitution 5th & 14th Amendments, O.C.G.A. § 10-6-141 and O.C.G.A. § 44-14-184**, do HEREBY DECLARE:

That, a forged and fraudulent assignment was recorded on the above reference property **BK 51375 PG 0525 Recorded May 21, 2012**, a copy of which is attached, with notes outlining fraudulent transfer to.

To DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HARBORVIEW MORTGAGE LOAN TRUST, MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2007-5, its successors, representatives and assigns whose address is c/o AHMSI AMERICAN HOME MORTGAGE SERVICING, INC, ITS SERVICING AGENT whose address is:

1525 S. Belt Line Road
Coppell, TX, 75019 as assignee...

RETURNED TO ALLDRIDGE CONNORS LLP ,

Notably,

Lorraine Hunter does not have a mortgage or loan with any of the above entities Per Hunters Security Deed, Hunter revoked power of attorney and assignment of her contract by Mortgage Electronic Registration Systems Inc or any third party per Revocation of Power of Attorney recorded in **BK 51258 PG 0024 on March 26, 2012**

On May 21, 2012 entities recorded forged document solely to facilitate a property sale date of June 5, 2012 = 20 days and had commenced foreclosure action since 2009

0113810

22

8K51761 PG0140

Hunters property is not located in Florida, County of Duval, neither is American Brokers Conduit conducting any business in Florida

April King (Assistant Secretary) works for Homeward Residential Inc, and is not a nominee for American Brokers Conduit who has no staff since 2007

MERS does not have a valid license to conduct business in the state of Georgia since 2009

Daniel Staten (Assistant Secretary) does not work for MERS or American Brokers Conduit

American Brokers Conduit did not sell, transfer, convey or assign any property to the above pool, per the Pooling and servicing Agreement, securitized pool was closed in 2007

Lender, American Brokers Conduit is defunct and declared bankruptcy on August 6, 2007 is not authorized to conduct any business in Georgia, without the consent of the Delaware Bankruptcy court and does not have any assets to sell, transfer or assign while under bankruptcy protection.

I, *LORRAINE HUNTER* Affiant, by appellation, being first duly sworn, do hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

All Rights Reserved Without Prejudice



LORRAINE HUNTER, Affiant

3005 Gallery Walk

Snellville, GA 30039

404-502-6948

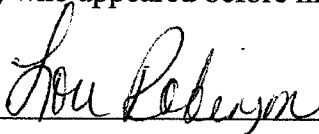
NOTARY

State of Georgia, County of Gwinnett

Subscribed and sworn to (or affirmed) before me on this 1 day of November 2012,

by Lorraine Hunter, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SEAL:



NOTARY PUBLIC

11-1-12

DATE

Lori Robinson

Notary Public

Gwinnett County, Georgia

My Commission Expires May 26, 2016

My Commission Expires: _____